

LEASE AGREEMENT

Between

WEINMAN PROPERTIES, LLC, Landlord

and

ALTERNATIVE CARE RESOURCE GROUP LLC, Tenant

Property at:

1385 Cambridge Street, Cambridge, Massachusetts

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LEASE

DATE OF LEASE EXECUTION: As of March 3, 2017

1. Reference Data

1.1 Definitions

Effective Date:	The date first set forth above.
Landlord:	Weinman Properties, LLC, a Delaware limited liability company
Landlord's Address:	281 Waban Ave., Waban, MA 02468
Tenant:	Alternative Care Resource Group LLC
Tenant's Address:	31 Broadway, Hanover, Massachusetts 02339
CAC:	Commonwealth Alternative Care Inc.
CAC's Address:	26 Watson Street, Suite 1, Cambridge, Massachusetts 02139
Building:	The three-story plus mezzanine building containing approximately 9,882 rentable square feet (the "Building") located on the Land.
Land:	The property at 1385 Cambridge Street, Cambridge, Massachusetts, shown on a plan attached hereto as Exhibit A (the "Plan") and further described in a deed recorded in the Middlesex South District Registry of Deeds in Book 65636, Page 01.
Premises:	Approximately 7,172 rentable square feet located on the First Floor, Second Floor, Third Floor and Mezzanine of the Building, as more particularly shown on the Plan.
Commencement Date:	March 1, 2017
Permitting Contingency Date:	August 31, 2017
Permitting Continuation Period:	The period beginning on the Commencement Date and expiring on the earlier to occur of the Permitting Contingency Date or termination of this Lease.
Term Expiration Date:	The last day of the tenth (10th) Lease Year of the Lease (the "Term Expiration Date") following the Rent Commencement Date, unless terminated earlier or extended as provided for in Section 3.3 herein.

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Lease Year: The first Lease Year shall commence on the Rent Commencement Date and expire on the day prior to the first anniversary of the Rent Commencement Date and thereafter, each twelve (12) calendar month period, which commences on an anniversary of the Rent Commencement Date.

Rent: Annual Fixed Rent (as defined in this Article 1) and the Additional Rent (as defined in Section 4.2).

Annual Fixed Rent:

Lease Year	Annual Fixed Rent	Payable in Monthly Installments of:
1	\$381,567.82	\$31,797.32
2	\$393,014.85	\$32,751.24
3	\$404,805.30	\$33,733.78
4	\$416,949.46	\$34,745.79
5	\$429,457.94	\$35,788.16
6	\$442,341.68	\$36,861.81
7	\$455,611.93	\$37,967.66
8	\$469,280.29	\$39,106.69
9	\$483,358.70	\$40,279.89
10	\$497,859.46	\$41,488.29
First Extension Term (if exercised):	Extension Period Annual Fixed Rent:	Payable in Monthly Installments of:
11	The Greater of 125% of Fair Market Rent as determined by the process set forth in Section 3.3 for the First Extension Term and \$512,795.24	One Twelfth of the Annual Fixed Rent

12	1.03 times Lease Year 11 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
13	1.03 times Lease Year 12 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
14	1.03 times Lease Year 13 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
15	1.03 times Lease Year 14 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
Second Extension Term (if exercised):	Extension Period Annual Fixed Rent:	Payable in Monthly Installments of:
16	The Greater of 125% of Fair Market Rent as determined by the process set forth in Section 3.3 for the Second Extension Term and \$594,470.23	One Twelfth of the Annual Fixed Rent
17	1.03 times Lease Year 16 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
18	1.03 times Lease Year 17 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
19	1.03 times Lease Year 18 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent
20	1.03 times Lease Year 19 Annual Fixed Rent	One Twelfth of the Annual Fixed Rent

**Rent Commencement
Date:**

The earliest to occur of: (i) Substantial Completion (as hereinafter defined) of Tenant's Initial Work, (ii) the first (1st) day of the sixth (6th) month following the Commencement Date, or (iii) September 1, 2017. "Substantial Completion" of Tenant's Initial Work shall be deemed to have occurred when Tenant's Initial Work has been materially completed (except for "punch list" items that can be corrected within thirty (30) days and do not interfere with the use of the Premises for the Permitted Use) substantially in a good and workmanlike manner, in accordance with the requirements of the

approved plans, in accordance with applicable laws, codes and ordinances and suitable for occupation and use for the Permitted Use.

Security Deposit: \$63,594.64, payable on the Effective Date, which amount shall increase by \$63,594.64 to \$127,189.28 by payment by Tenant to Landlord on the Rent Commencement Date, and which amount shall further increase by \$63,594.64 to \$190,783.92 by payment by Tenant to Landlord on February 1, 2018, and subject to reduction as set forth in Section 12 of this Lease.

Tenant's Proportionate Share: The rentable square footage of Premises from time to time divided by the rentable square footage of the Building from time to time, initially being 72.57%.

Tenant's Public Liability Insurance: \$3,000,000 per occurrence; \$5,000,000 general aggregate

Term: As defined in Section 3.2 and 3.3.

Permitted Use: General office use, and use as Registered Medical Marijuana Treatment Center ("RMMT"), Registered Marijuana Dispensary ("RMD"), and/or a Marijuana Retailer ("MR") as such terms are defined in Section 2(H) of Chapter 369 of the Acts of 2012 of The Commonwealth of Massachusetts, 105 CMR 725.000 et seq. and Chapters 334 and 351 of the Acts of 2016 of the Commonwealth of Massachusetts (collectively the "RMD Statute"), limited to displaying, dispensing and storing marijuana and products as defined, allowed, and/or mandated by the RMD Statute to qualifying persons or their personal caregivers and to no other persons, and for no other purpose or purposes, other than those allowed under the RMD Statute as it may be amended from time to time. Tenant shall not sell any products prohibited by the regulations of the City of Cambridge.

The use shall be limited to the above use. Tenant shall be explicitly prohibited from any use that does not comply with applicable laws or regulations. Tenant shall further not operate nor permit on the Premises; any "head shop" (or any other type of establishment for the sale of illegal drugs and/or illegal drug-related paraphernalia or equipment).

Tenant shall be open for business only as permitted by law.

1.2 Exhibits.

The following exhibit is incorporated as part of this Lease:

Exhibit A –Plan of Premises (“Plan”);

2. Contingencies

2.1 Permitting Contingency.

Tenant shall use commercially reasonable efforts to obtain all local and state permits and approvals necessary to occupy the Premises and operate an RMMT or an RMD in the Premises in compliance with all laws, including without limitation all state and local permits and approvals and all required local zoning permits, building permits and other approvals required for the legal occupation of the Premises and use thereof as an RMMT or an RMD (collectively, “Governmental Approvals”). Approvals required to operate a marijuana retail establishment for recreational marijuana are not included in this Permitting Contingency and shall be pursued at Tenant’s own risk.

In the event that Tenant does not obtain all required Governmental Approvals, with all appeal periods having expired, by the Permitting Contingency Date, then Tenant shall have the right to terminate this Lease by written notice to the Landlord given prior to 5:00 pm Eastern Time on the Permitting Contingency Date. On the Permitting Contingency Date, Tenant shall provide Landlord with written notice as to whether or not it has obtained all required Governmental Approvals and Landlord shall have ten (10) days following such notice to terminate the Lease by written notice to the Tenant (in the event Tenant does not provide such notice, for the purposes of Landlord’s termination right under this sentence Tenant shall be deemed not to have obtained all necessary Governmental Approvals). In the event that neither party exercises its termination right described in this paragraph, the Permitting Contingency shall have expired and this Lease shall remain in effect.

In addition to the termination rights set forth in the preceding paragraph, in the event that Tenant receives an affirmative rejection of a Governmental Approval prior to the expiration of the Permitting Contingency Date, Tenant shall promptly notify Landlord, and either party shall have the right to terminate this Lease by written notice given prior to the expiration of ten (10) days following such written notice, but no later than the Permitting Contingency Date. The termination right set forth in this paragraph with respect to affirmative rejection of a Governmental Approval explicitly expires on the Permitting Contingency Date.

In the event this Lease is terminated pursuant to this Section 2.1, Landlord’s unamortized transaction costs, including but not limited to reasonable attorney fees, architectural fees, brokerage fees and other similar costs, shall be subtracted from the Security Deposit and the remainder shall be returned to Tenant and neither party shall have any further rights, reservations or recourse against the other.

Landlord agrees, at Tenant’s sole cost and expense (including, but not limited to, filing fees and reasonable attorneys’ fees), to cooperate reasonably with Tenant in obtaining the

Governmental Approvals by executing all applications, petitions or assents as may be necessary of a landlord or property owner.

Tenant covenants and represents that as a component of its commercially reasonable efforts to obtain the Governmental Approvals with respect to the Premises, Tenant has not and shall not (and affiliates and principals of Tenant have not and shall not) obtain site control of another location in the City of Cambridge for a RMMT, RMD and/or a MR prior to obtaining all Governmental Approvals and opening the Premises for business hereunder.

2.2 Permitting Continuation Fee.

During the Permitting Continuation Period, Tenant shall pay Landlord a monthly fee (the "Permitting Continuation Fee"), the total of which, if all payments are made pursuant to the terms of this Section, would be \$177,500.00. The Permitting Continuation Fee shall be paid in accordance with the following schedule:

Payment Due Date::	Permitting Continuation Fee Amount:
Effective Date of this Lease	\$12,500.00
First Day of the Month Following the Effective Date	\$22,500.00
First Day of the Month Following the Second (2nd) Payment	\$37,500.00
First Day of the Month Following the Third (3rd) Payment	\$50,000.00
First Day of the Month Following the Fourth (4th) Payment	\$55,000.00
Total:	\$177,500.00

Tenant shall pay the Permitting Continuation Fee in five (5) installments without demand, to the Landlord at its address set forth above or at such other place as is designated in writing from time to time by Landlord on the dates referenced in the above schedule (the "Permitting Continuation Fee Due Dates"). The Permitting Continuation Fee shall constitute a payment to Landlord for time the Premises is not earning rent and shall not constitute a deposit or security for Tenant's payment or performance under this Lease, provided that, should the Rent Commencement Date occur and this Lease is not terminated for failure to obtain Governmental

Approvals, the paid Permitting Continuation Fee shall be applied by Landlord first to Tenant's Proportionate Share of real estate taxes, public assessments, utilities and maintenance, and insurance costs with respect to the Premises during the Permitting Continuation Period (such costs will be determined during such period on a triple net basis and not as costs over a base year) and thereafter to Annual Fixed Rent.

In the event that Tenant fails to pay the Permitting Continuation Fee on the applicable Permitting Continuation Fee Due Date, such failure shall constitute a default, Landlord may terminate this Lease, among its other remedies, and any Security Deposit shall be the property of Landlord.

3. Premises and Term

3.1 Premises.

Subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises. During the Term, Tenant shall also have a right of access, in common with others, to a bathroom located on the first (1st) floor of the Building and a right to use and improve, at Tenant's sole cost and expense, the portion of the roof of the Building adjacent to the second (2nd) floor over the single-story portion of the Building provided that Tenant obtains all necessary permits and approvals therefor and complies with the alterations requirements of this Lease including, but not limited to, Section 7.2(d). During the Term, Tenant shall further also have a right of access, in common with others, to the stairway and entrance serving the Premises.

(a) Parking. Landlord shall use commercially reasonable efforts to make available to Tenant certain parking not located on the Land and controlled by a third party vendor (the "Parking Vendor"). The price, number and location of such parking spaces shall be determined in the discretion of the Landlord and the Parking Vendor. Such parking spaces shall be rented on a monthly basis pursuant to a separate Parking License Agreement. If at any time such Parking License Agreement is terminated or not in effect, Landlord shall have a right to use or license such spaces to others without such use or license constituting a default by Landlord hereunder. Such parking spaces are subject to any terms and conditions imposed by the Parking Vendor or the owner of the underlying real property upon which the parking spaces are located. Landlord makes no guarantee that any parking spaces will be available during the Term and parking shall not be a condition of this Lease.

3.2 Initial Term.

Tenant shall have and hold the Premises for the term commencing on the Commencement Date, and extending until the Term Expiration Date. The "Term" means said term as it may be earlier terminated or extended as provided for in this Lease.

3.3 Extension Term.

Provided (i) there is no uncured default of Tenant under this Lease at either the time of exercise or the commencement of the Lease Extension Period, as hereinafter defined, and (ii) Tenant has not assigned this Lease nor subleased any portion of the Premises, other than to a

Permitted Assignee, as hereinafter defined, Tenant shall have the option (the "Extension Options") to extend the term of this Lease for two (2) five (5) year periods (each, a "Lease Extension Period"). Tenant shall give prior written notice of its election to exercise an Extension Option ("Tenant's Election Notice") to Landlord not sooner than fifteen (15) months nor later than nine (9) months prior to the expiration of the Term of this Lease (the "Election Notice Period") (or with respect to exercise of the second Extension Option, not sooner than fifteen (15) months nor later than nine (9) months prior to the expiration of the first Lease Extension Period if the Term has previously been extended). Tenant's failure to deliver Tenant's Election Notice to Landlord within the Election Notice Period shall constitute a waiver of the Extension Option. Failure to timely exercise the first Extension Option shall waive the second Extension Option. Any extension of this Lease shall be upon the same terms and conditions set forth in this Lease, except that commencing on the first day of the Lease Extension Period, the Annual Fixed Rent for such Lease Extension Period (the "Extension Period Rent") shall be the greater of (i) 125% of fair market rent for general retail space for a similar quality building in a similarly populated area of the City of Cambridge, as determined by Landlord in its sole discretion and in good faith within three (3) months following the applicable Tenant's Election Notice ("Fair Market Rent"), and (ii) the alternative amounts set forth in Section 1.1 above representing a continuing annual increase of 3%. Tenant shall have no further option to extend the Term beyond the two Extension Options set forth above.

3.4 Right of First Offer.

Provided (i) there is no uncured default by Tenant under this Lease at the time of exercise of the Right of First Offer ("ROFO"), as hereinafter defined, and (ii) Tenant has not assigned this Lease nor subleased any portion of the Premises, other than to a Permitted Assignee, Tenant shall have a one-time ROFO to lease, but only in its entirety, any space within the first floor of the Building not leased to Tenant or a Tenant affiliate (the "ROFO Space") that becomes available for lease. Tenant shall have the right to attempt to negotiate a buy-out agreement with current building tenants as to the ROFO Space. Any such buy-out shall be coordinated with Landlord and Landlord shall not agree to release the current building tenant from its lease obligations until there is a binding lease or lease amendment executed and in effect with Tenant without any unexpired pre-commencement termination rights. If Tenant successfully negotiates a buy-out agreement with any other current building tenant for ROFO Space, then Tenant shall be deemed to have exercised its ROFO option with respect to all the ROFO Space that is subject to the buy-out agreement and must promptly notify Landlord in writing of the proposed terms of any such buy-out agreement. If the Tenant does not negotiate a buy-out agreement with any other current building tenant for ROFO Space, Tenant may exercise its ROFO with respect to the entirety of the ROFO Space by notifying Landlord in writing of its intention to rent the ROFO Space (a "ROFO Notice") not sooner than November 30, 2019 nor later than May 31, 2020 (the "ROFO Notice Period"). Tenant's failure to deliver a ROFO Notice within the ROFO Notice Period shall constitute a waiver of the ROFO. Once Tenant exercises its ROFO by reaching an agreement to buy-out a current tenant or delivering a ROFO Notice, Landlord and Tenant agree to work diligently to negotiate a new lease for the ROFO Space (or amendment of this Lease) consistent with the terms of this paragraph ("ROFO Lease"), provided, however, that if a lease or lease amendment is not executed with respect to the ROFO Space within thirty (30) days following the ROFO Notice, the ROFO Notice shall be deemed withdrawn (and, in the event of a proposed buy-out of a current tenant, Landlord shall have no obligation to release the current

tenant from its lease obligations), the ROFO shall expire and have no further force nor effect and Landlord shall thereafter be free to lease any of the first floor space in the Building to any party. If Tenant exercises its ROFO, Tenant shall take the ROFO Space in AS IS condition, with no additional Tenant Improvement Allowance, but except as set forth in this paragraph upon the same terms and conditions as this Lease with a coterminous Term and with the same extension rights set forth herein. The term of the lease for the ROFO Space shall commence on the date the existing lease with a current building tenant for the ROFO Space expires or terminates. If a ROFO Lease commences in the first Lease Year of this Lease, Annual Fixed Rent shall commence at \$53.20 per rentable square foot for the remainder of the first Lease Year and thereafter increase at three percent (3%) per Lease Year. If a ROFO Lease commences after the first Lease Year, the initial Annual Fixed Rent shall not be \$53.20, but shall be \$53.20 increased by three percent (3%) for each year after the first Lease Year of this Lease that has elapsed prior to commencement of a ROFO Lease and increase by three percent (3%) in each Lease Year thereafter.

4. Rent

4.1 Annual Fixed Rent.

Beginning on the Rent Commencement Date, Tenant covenants to pay to Landlord, during the Term, Annual Fixed Rent as set forth in Section 1.1 and Additional Rent as provided in Section 4.2 (Annual Fixed Rent and Additional Rent are hereinafter sometimes collectively referred to as the "Rent"). Annual Fixed Rent shall be payable in equal monthly installments in advance on the first day of every calendar month during the Term. Annual Fixed Rent for any portion of a calendar month at the beginning or at the end of the Term shall be at the annual or monthly Annual Fixed Rent rate and shall be paid with the first or last installment, 1/30th of a monthly payment being due for each day of a partial month. Tenant shall pay the Annual Fixed Rent during the Term, without demand, to the Landlord at its address set forth above or at such other place as is designated in writing from time to time by Landlord. Annual Fixed Rent and any Additional Rent payable directly to Landlord shall be paid in lawful money of the United States of America by check or electronic payment through a domestic branch of a United States financial institution.

4.2 Additional Rent.

Tenant covenants to pay each year during the Term as Additional Rent such real estate taxes, public assessments, utilities and maintenance, and insurance costs with respect to the Premises as provided in this Article 4.

(a) Definitions.

For the purposes of this Section 4.2, the following terms shall have the meanings set forth below:

- (1) **"Base Expense Year"** shall mean the calendar year 2017.
- (2) **"Base Tax Year"** shall mean the municipal fiscal year commencing July 1, 2016 and expiring June 30, 2017.

(3) **“Landlord’s Insurance”** shall mean insurance of the Building within which the Premises are located and Landlord’s liability insurance, rent loss insurance and any other insurance the Landlord determines in its reasonable discretion is appropriate and prudent, all such insurance to be with companies, on forms and in such amounts as the Landlord determines in its discretion is appropriate and prudent. Such costs shall include expenses related to the acquisition and installation of any safety or other device required by an insurer in order to insure the Building.

(4) **“Operating Expenses”** shall mean all of Landlord’s expenses, costs, and disbursements (but not specific costs billed to and paid by specific tenants, loan or ground lease payments, executive salaries, depreciation of the Building or leasing commissions) of every kind and nature that Landlord shall pay or become obligated to pay in connection with the ownership and operation of the Building, Land, and/or Premises, parking areas, facilities, structures and drives thereon, and any future additions or improvements thereto (collectively, the “Complex”), including, but not limited to the following:

- (i) all costs for and related to Landlord’s Insurance;
- (ii) costs of all supplies, materials and equipment rented or used in operation or maintenance of the Complex;
- (iii) management costs and the cost of all maintenance, janitorial, and service agreements for the Complex and the equipment therein including, but not limited to, alarm service, window cleaning, elevator maintenance, security service, traffic control, and janitorial service, and wages, salaries, and fees of all employees of Landlord and/or Landlord’s agents (whether paid directly by Landlord itself or reimbursed by Landlord to such other party) to the extent directly engaged in the operation and maintenance of the Complex and directly allocable thereto (except where such services are provided and paid for directly by Tenant in accordance with Article 7 of this Lease);
- (iv) costs of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or provided and paid for directly by Tenant pursuant to Article 7 of this Lease, or other third parties, and alterations attributable solely to tenants of the Building other than Tenant);
- (v) amortization of the cost of capital investment items which are primarily for the purpose of reducing operating costs, which may be required by governmental authority, or which may be reasonably required capital repairs or replacements (which costs shall be amortized over the reasonable life of the capital investment items by including in Operating Expenses the annual amortized amount thereof, with the reasonable life and amortization schedule being determined by Landlord in accordance with generally accepted accounting principles, but in no event to extend beyond the reasonable life of the Building); and
- (vi) Landlord’s central accounting costs applicable to the Complex;

Landlord and Tenant agree that the foregoing enumeration of specific types of costs and expenses is intended as illustrative only and shall not be construed so as to limit the inclusion of any types of costs or expenses otherwise intended to be included within the term “Operating

Expenses” but not set forth above or to obligate Landlord to provide any services contemplated thereby.

(5) **“Real Estate Taxes”** shall mean all taxes (or payments in lieu thereof), special or general assessments, water rents, rates and charges, sewer rents and other impositions and charges imposed by governmental authorities of every kind and nature whatsoever, extraordinary as well as ordinary and each and every installment thereof which shall during the Term of this Lease, or any extension thereof, be charged, levied, laid, assessed, in whole or such applicable portion become due and payable or become liens upon or with respect to the Building, the Land or the Premises, or any part thereof or on this Lease under or by virtue of all present or future legal requirements, and any tax based on a percentage fraction or capitalized value of the rent (whether in lieu of or in addition to the taxes hereinbefore described) computed as if the Building were the only property of Landlord subject to such tax. To the extent any assessment, imposition or charge may be paid by Landlord over a period of time, only that portion of any such assessment, imposition and charge due and payable during a lease year shall be included in “Real Estate Taxes”. Notwithstanding the foregoing, no tax on the income of Landlord shall be included in the definition of “Real Estate Taxes”.

(b) Payment of Operating Expenses.

Tenant shall pay as Additional Rent Tenant’s Proportionate Share (as hereinafter defined) of Operating Expenses in excess of the Operating Expenses for the Base Expense Year (“Excess Operating Expenses”). Prior to January 1 of each calendar year during the Term, Landlord shall provide an estimate of Excess Operating Expenses for the forthcoming calendar year. Tenant shall pay Fixed Rent for such forthcoming calendar year in accordance with Sections 1.1 and 4.1 of this Lease adjusted upward by Tenant’s Proportionate Share of the amount of such forthcoming year’s estimated Excess Operating Expenses. Notwithstanding the foregoing, the annual increase in Operating Expenses that are within Landlord’s reasonable power to control during each calendar year after the Base Expense Year shall be capped at 3% per year measured on a cumulative basis. Notwithstanding the foregoing, Landlord shall abate Excess Operating Expenses during the first Lease Year provided there is no Event of Default hereunder.

(c) Payment of Real Estate Taxes.

Tenant shall pay as Additional Rent Tenant’s Proportionate Share (as hereinafter defined) of Real Estate Taxes in excess of the Real Estate Taxes for the Base Tax Year (“Excess Taxes”). Prior to January 1 of each calendar year during the Term, Landlord shall provide an estimate of Excess Taxes for the forthcoming calendar year. Tenant shall pay Fixed Rent for such forthcoming calendar year in accordance with Sections 1.1 and 4.1 of this Lease adjusted upward by Tenant’s Proportionate Share of the amount of such forthcoming year’s estimated Excess Real Estate Taxes. Notwithstanding the foregoing, Landlord shall abate Excess Taxes during the first Lease Year provided there is no Event of Default hereunder.

(d) Alternative Procedure for Payment of Operating Expenses and Real Estate Taxes.

In lieu of the procedure set forth in Subsection (b) and (c) above, Landlord may bill Tenant periodically for Tenant's Proportionate Share of Operating Expenses and Real Estate Taxes as incurred by Landlord.

(e) Reconciliation.

Commencing on June 1, 2018, and by June 1, or as soon thereafter as possible, of each calendar year during each Lease Year of the Term, Landlord shall furnish to Tenant a statement of Landlord's Operating Expenses and Real Estate Taxes for the previous calendar year or partial calendar year, if applicable. If actual aggregate Operating Expenses and Real Estate Taxes are greater than Landlord's estimate thereof, a lump sum payment (which payment shall be deemed a payment of Additional Rent hereunder for all purposes) will be made from Tenant to Landlord within thirty (30) days of the delivery of such statement equal to Tenant's Proportionate Share of the amount by which actual Excess Operating Expenses and Excess Real Estate Taxes exceeded Landlord's Estimate thereof. If actual aggregate Excess Operating Expenses and Excess Real Estate Taxes are less than Landlord's estimate thereof, Landlord shall promptly deliver after delivery of such statement (but in no event within less than thirty (30) days) make a lump sum payment to Tenant (or at Landlord's option, Landlord may credit such lump sum amount against the rent installment due in the immediately succeeding month) equal to Tenant's Proportionate Share of the amount by which estimated aggregate Excess Operating Expenses and Excess Real Estate Taxes exceeded the actual amount thereof. The effect of this reconciliation payment or credit, as applicable, is that Tenant will pay during the Lease Term Tenant's Proportionate Share of Excess Operating Expenses and Excess Real Estate Taxes, and no more.

(f) Payment of Additional Taxes. In addition to payment of Tenant's Proportionate Share of Real Estate Taxes as described in Section 4.2(b), Tenant shall pay to the appropriate agency any sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by The Commonwealth of Massachusetts or any political subdivision thereof or other taxing authority upon any Rent payable hereunder. Tenant shall also pay, in accordance with applicable law, all taxes imposed on its inventory, furniture, trade fixtures, apparatus, equipment, leasehold improvements installed by Tenant or by Landlord on behalf of Tenant (except to the extent such leasehold improvements shall be covered by Real Estate Taxes), and any other property of Tenant.

Notwithstanding the foregoing, Landlord may require that Tenant's leasehold improvements be separately assessed by the taxing authority. Tenant shall pay to the public authorities charged with collection thereof the Real Estate Taxes assessed on the entire Premises for all tax periods wholly included in the Term, and to Landlord for any fraction of a tax period included in the Term at the beginning or end, the corresponding fraction of the Real Estate Taxes assessed for the period. Provided Landlord has given reasonable notice of any such tax payments due, but not less than fifteen (15) days' notice, all tax payments owed by Tenant shall be made at least fifteen (15) days before the last day upon which the taxes (or portion thereof concerned) may be paid without interest or penalty, except that payment for the period in which the Term ends shall be made not later than the end of the Term, and if the amount is not then determinable shall be made on the basis of the last prior tax, with readjustment as soon as the

correct amount is determinable. If at any time during the Term hereof a tax or excise on rents as a form of taxation is levied upon or assessed to Landlord, as a substitute in whole or in part for Real Estate Taxes assessed on Land and Building, or either, and not as part of a general income tax, Tenant shall pay the same at the same times and in the same manner as hereinbefore provided with respect to Real Estate Taxes, so far as practicable.

(g) Utilities and Maintenance.

Tenant covenants to assume and pay for the cost of utilities and maintenance to the Premises and costs of maintenance, repairs and replacements to the Building specified in paragraphs (a) through (d) of Section 7.1.

5. Tenant's Initial Work and Allowance

5.1 Tenant's Initial Work.

Tenant shall have access to any vacant portion of the Premises upon full execution of the Lease and any occupied portion of the Premises upon vacancy (not later than April 1, 2017). Upon being permitted access, Tenant, at Tenant's sole cost and expense, but subject to Tenant's right to receive the Allowance as provided in Section 5.2, shall have the right to perform the work necessary to prepare the Premises for Tenant's occupancy and operation of the Premises for the Permitted Use ("Tenant's Initial Work"), except Tenant shall not perform any work that interferes with the use and enjoyment of the occupied space below or adjacent to the Premises until that space becomes vacant.

Tenant's Initial Work shall be performed in accordance with Section 7.2(d) of this Lease, including, without limitation, obtaining the approval by Landlord of the final plans for Tenant's Initial Work. Landlord's consent to perform Tenant's Initial Work is solely for the benefit of Landlord, and neither Tenant nor any third party shall have the right to rely on Landlord's consent, or its approval of Tenant's plans, for any purpose whatsoever, other than the consent necessary for Tenant to proceed under this Lease. Tenant shall be responsible for all elements of the design and construction of Tenant's plans (including, without limitation, compliance with law, impact on the structure and systems of the Building, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design and construction.

Tenant shall be responsible for and shall pay the cost of performing any work necessary to ensure that the Premises and other areas of the Building comply with any relevant building code, accessibility, safety, utility, structural, or any other requirement triggered by Tenant's Initial Work.

In the event that Tenant's Initial Work results in the demolition or temporary restriction in access to the shared bathroom located on the First (1st) Floor of the Building, Landlord and Tenant agree to reduce the square footage of the Premises to accommodate a restroom for the neighboring tenant, the cost of such alteration shall be shared equally between Landlord and Tenant. In the event that Tenant's Initial Work results in the necessary modification of spaces outside of the Premises on the First (1st) Floor of the Building for purposes of egress, the cost of

such alteration (including the creation of a floor plan which is compliant with applicable laws and regulations) shall be shared equally between Landlord and Tenant. Any change in square footage that results from the alterations described in this paragraph shall not result in a change or reduction in the amount of Fixed Rent or Additional Rent owed pursuant to the terms of this Lease.

5.2 Tenant's Allowance.

Provided Tenant is not in default under this Lease, Landlord agrees to contribute a sum in an amount not to exceed \$325,000 (the "Allowance"), to be applied towards the cost of performing Tenant's Initial Work, whether such work is performed inside or outside of the Premises. The Allowance may only be used for the cost of documented hard costs in connection with the Tenant's Initial Work under this Lease.

Landlord shall pay the Allowance to Tenant on the last to occur of the Substantial Completion of Tenant's Initial Work, the Rent Commencement Date, the expiration of the Permitting Contingency Period, and the occurrence of all preconditions to release of the Allowance under this Lease, such payment to be made within thirty (30) days of receipt of a request for such Allowance, and only after Tenant furnishes sufficient evidence of the cost of Tenant's Initial Work which includes: (i) general contractor and architect's completion affidavits, (ii) full and final waivers of lien conditioned upon final payment, (iii) receipted bills covering all labor and materials expended and used, (iv) as-built plans of Tenant's Initial Work, and (v) the certification of Tenant and its architect that all elements of Tenant's Initial Work have been installed in a good and workmanlike manner in accordance with the approved plans, and in accordance with applicable laws, codes and ordinances.

6. Landlord's Covenant and Obligations

6.1 Quiet Enjoyment.

Landlord covenants during the Term that Tenant on paying the Rent and performing its obligations hereunder shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof.

6.2 Landlord Repairs.

Landlord shall maintain and as necessary repair or replace the structural elements, common areas and elements and roof of the Building and any other maintenance, repairs and replacements not required to be performed by Tenant hereunder and not installed by Tenant, or triggered by or related to Tenant's Initial Work. As set forth in Article 4, Tenant shall be responsible for Tenant's Proportionate Share of the costs of such maintenance, repairs and replacements.

Notwithstanding the foregoing, Tenant acknowledges that Tenant's Initial Work may include the installation of utility upgrades ("Tenant's Utility Elements") and alteration of structural elements, including but not limited to the construction of an elevator and an HVAC system, installation of steel beams and columns or alteration and addition of other structural

members, and the alteration, repair or installation of one (1) or more staircases (“Tenant’s Structural Elements”). Tenant shall be responsible for the maintenance and repair of Tenant’s Utility Elements and Tenant’s Structural Elements and in no event shall Landlord be responsible for any cost or liability arising from any repair or necessary replacement of Tenant’s Utility Elements or Tenant’s Structural Elements.

7. Tenant’s Additional Covenants

7.1 Affirmative Covenants. The Tenant covenants at its expense at all times during the Term and such further time as the Tenant occupies the Premises or any part thereof:

(a) To perform promptly all of the obligations of the Tenant set forth in this Lease; and to pay when due items of Annual Fixed Rent and Additional Rent and all charges by public authority or utility for heat, hot water, sewer, gas, electricity, telephone, internet, rubbish and garbage removal and other utilities or services used or consumed on the Premises, and service inspections made therefor, whether called charge, tax, assessment, use fee or otherwise (the “Utility Charges”). Tenant shall pay the Utility Charges directly to the proper authorities charged with the collection thereof other than water and sewer, which shall be paid by Landlord and reasonably allocated by Landlord to Tenant. Landlord shall otherwise be under no obligation to pay the cost of any utilities to the Premises.

(b) Except as to Landlord’s repair and replacement obligations set forth expressly in Article 6, to keep every part of the Premises, including Tenant’s Structural Work as defined in Section 6.2, in good and safe order, condition and repair, excepting only reasonable use and wear, making all repairs and replacements to the Premises necessary to maintain such condition, maintaining all electricity and lighting, performing all maintenance and janitorial services in the Premises, maintenance of any and all, and sidewalks adjacent to the Premises to maintain the appearance of the Premises in a neat and attractive condition. If Tenant installs an elevator in the Building as part of Tenant’s Initial Work, Tenant shall be responsible for maintaining the elevator in good, safe, clean order, all elevator repairs, and all elevator inspections necessary to legally operate the elevator.

(c) To keep in good repair and clean and free of snow and ice, the surfaced sidewalks that are adjacent to, or a part of, the Premises.

(d) To notify Landlord of any written notice from a governmental authority of a violation of any law, ordinance, order or regulation applicable to the Premises or the use and maintenance thereof; to make all non-structural repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to procure any licenses and permits as required for Tenant’s operations at the Premises and maintain them in good standing; and to comply with the laws, regulations, orders and regulations of all governmental authorities.

(e) To pay promptly when due the entire cost of any work to the Premises undertaken by the Tenant so that the Premises shall at all times be free of liens for labor and materials; promptly to clear the record of any notice of any such lien; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner,

employing materials of good quality and complying with all governmental requirements; and to save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

(f) To indemnify and save harmless Landlord from and against all claims of whatever nature to the extent arising from any act, omission or negligence of Tenant, Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by, through or under Tenant, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring after the commencement of the term hereof, and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, to the extent such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by, through or under Tenant.

(g) To permit the Landlord and its agents to examine the Premises at reasonable times and to show the premises to prospective purchasers, lenders and tenants, provided that Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises.

(h) That the Landlord shall not be required to supply any service to the Premises; that all personal property from time to time upon the Premises shall be at the sole risk of the Tenant; and that the Landlord shall not be liable for any damage which may be caused to the Premises or the contents thereof.

(i) To pay on demand the Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of the Tenant under this Lease or in curing any default by the Tenant under this Lease.

(j) At the termination of this Lease: to remove such of the Tenant's goods and effects as are not permanently affixed to the Premises; to repair any damage caused by any such removal; and peaceably to yield up the Premises and all alterations, additions, fixtures, and equipment which are permanently affixed to the Premises which shall thereupon become the property of the Landlord, clean and in good order, repair and condition, reasonable wear and tear, damage by fire or unavoidable casualty excepted.

(k) That this Lease shall be subject and subordinate to all mortgages on the Premises, now or hereafter in effect, and to all renewals, modifications, consolidations, and replacements of said mortgages. The term "subordinate" shall mean this Lease shall be deemed junior in lien to a mortgage and that the Tenant shall have the same rights as if this Lease were executed and delivered subsequent to the execution and delivery of such mortgage and with actual and record notice thereof. Tenant shall attorn to any successor owner of the real property of which the Premises are a part. Any mortgagee may at any time subordinate its mortgage to this Lease, without the Tenant's consent, by notice in writing to the Tenant and thereupon this Lease shall be deemed prior in lien to such mortgage without regard to their respective dates of execution, delivery and record; and in that event such mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage.

(l) To remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by the Landlord to the Tenant or to any assignee or sublessee.

(m) To be solely responsible, as between Landlord and Tenant, for any loss or damage that may be occasioned by or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property from the breaking, bursting, stopping or leaking of electric cables, wires and water, gas or steam pipes.

(n) To maintain insurance in accordance with this paragraph as follows:

(1) Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, and throughout the Term of this Lease, and thereafter, so long as Tenant is in occupancy of any part of the Premises, a policy of commercial general liability or comprehensive general liability insurance written on an occurrence basis with a broad form comprehensive liability endorsement under which Landlord (and such other persons as are in privity of estate with Landlord and Landlord's managing agent as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord, and those in privity of estate with Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages, in the broadest form of such coverage from time to time available in the jurisdiction in which the Premises are located. Tenant shall further carry workmen's compensation insurance covering all of the Tenant's employees working at the Premises with minimum limits at least compliant with law and in accordance with 105 CMR 725.000 et seq. Each policy of insurance shall be non-cancelable and non-amendable with respect to Landlord and Landlord's said designees without thirty (30) days' prior notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. As of the Commencement Date hereof, the minimum limits of liability of such insurance shall be as specified in Section 1.1 and from time to time during the Lease Term for such higher limits, if any, as are carried customarily in the Greater Boston Area with respect to similar properties. All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies qualified to do business, and in good standing, in the Commonwealth of Massachusetts and which have a rating of at least "A-" and are within a financial size category of not less than "Class VIII" in the most current Best's Key Rating Guide or such similar rating as may be reasonably selected by Landlord if such Guide is no longer published. Tenant shall furnish to Landlord such further information as it may require concerning insurance coverage to the Premises, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with the terms of this Lease is scheduled to expire. Without limiting Landlord's other rights under any provisions of this Lease, if such failure shall continue for a period of five (5) days following written notice by Landlord to Tenant thereof, then Landlord, without any further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

(2) Tenant, at Tenant's expense, shall maintain at all times during the Term of the Lease insurance against loss or damage covered by the so-called "all risk" type insurance coverage with respect to Tenant's fixtures, equipment, goods, wares and merchandise, tenant improvements made by or paid for by Tenant, and other property of Tenant (collectively

"Tenant's Property"). Such insurance shall be in an amount at least equal to the full replacement cost of Tenant's Property.

(3) Tenant shall maintain Worker's Compensation insurance as required by any applicable law or regulation and in accordance with the laws of the state, territory or province having jurisdiction over each party's employees. Tenant shall maintain Employer's Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and in accordance with 105 CMR 725.105 (Q)(1).

(4) Tenant shall maintain Business Automobile Liability insurance covering all owned, rented (hired) and non-owned vehicles used in connection with this Lease or the Premises. Such insurance shall have limits of Two Hundred Fifty Thousand Dollars (\$250,000) each accident for bodily injury and property damage.

(5) All insurance, whether or not required, carried by either party with respect to the Premises or occurrences thereon, shall include either provisions designating the Tenant and its employees and the Landlord, if it so requests, as one of the insureds or provisions denying to the insurer acquisition by subrogation of rights of recovery against the Tenant and its employees and the Landlord, if it so requests. Either party shall be entitled to have certificates of the policies covering either provisions. Tenant shall not acquire as an insured under any insurance on any building on the Premises or as a payee of any such insurance proceeds, any right to participate in the adjustment of loss or to receive the proceeds, except as provided in this Lease. Each party, notwithstanding any provision of this Lease to the contrary, waives any rights of recovery against the other for loss or injury against which the waiving party is protected by insurance containing provisions denying to the insurer acquisition of rights by subrogation.

7.2 Negative Covenants. Tenant covenants at all times during the Term and such further time as the Tenant occupies the Premises or any part thereof:

(a) Assignment and Sublease.

(1) Tenant covenants not to assign or mortgage this Lease or sublet the whole or any part of the Premises without, in each instance having first received the written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay. In any case where Landlord shall consent to such assignment or subletting, Tenant shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease. Consent to any one (1) assignment, sublet or transfer does not constitute a waiver of the requirement for Landlord consent to further assignments, sublets or transfers. Tenant shall be required to pay Landlord's reasonable attorneys' fees for reviewing and documenting any requested assignment, sublease or transfer, regardless of whether Landlord consents thereto.

(2) The consent of Landlord to an assignment or sublease may not be unreasonably withheld, conditioned or delayed, provided that it is agreed to be reasonable for Landlord to consider any of the following reasons, which list is not exclusive, in electing to deny consent:

(i) The financial strength of the proposed transferee at the time of the proposed assignment or sublease is not at least equal to that of Tenant at the time of execution of this Lease;

(ii) A proposed assignee or sublessee whose occupancy will require a variation in the terms of this Lease (including, without limitation, a variation in the use clause) or which otherwise adversely affects any interest of Landlord, provided, however, that Landlord shall not unreasonably withhold, delay or condition its consent to a change in the Permitted Use to permit (A) professional services use such as architectural, engineering, design, accounting, legal or the like and (B) subleases or licenses for the following complimentary uses to the Permitted Use: medical office; holistic health; aromatherapy; dry tea sales, and acupuncture ("Complimentary Uses"), provided that such Complimentary Uses, in the aggregate, do not constitute 50% or more of the square footage of the Premises.

(iii) The existence of any uncured Event of Default by Tenant under any provision of this Lease;

(iv) the proposed assignee or sublessee is a governmental agency or unit, a non-profit or charitable entity or organization; or

(v) the proposed assignee or sublessee will use, store or handle Hazardous Materials in or about the Premises of a type, nature or quantity materially differing in nature from Hazardous Materials used, stored or handled by Tenant and not then acceptable to Landlord.

(3) For purposes of this Lease, if Tenant or any general partner of Tenant is a corporation, the sale or transfer of twenty-five percent (25%) or more of the stock of Tenant or such general partner or the stock of the parent corporation of Tenant or such general partner (whether such sale or transfer occurs at one time or at intervals so that, in the aggregate, over the term of this Lease, such a transfer shall have occurred) shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease. For purposes of this Lease, if Tenant is a limited partnership, the transfer of more than twenty-five percent (25%) of the partnership interests in the Tenant or the addition or removal of any general partner shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease. For purposes of this Lease, if Tenant is a limited liability company, the transfer of more than twenty-five percent (25%) of the membership interests in the Tenant or the addition or removal of any manager shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease. For purposes of this Lease, if Tenant sells or transfers substantially all of its assets, such sale or transfer shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease.

(4) In the event Tenant proposes to assign this Lease (other than to a Permitted Assignee, as hereinafter defined) or sublet the whole or any part of the Premises (other than to a subtenant for a Complimentary Use or to a Permitted Assignee), Landlord shall have the right to terminate this Lease by giving Tenant notice of Landlord's desire to do so, in which event Tenant shall be relieved of all further liability under this Lease accruing from and after the date of termination, provided, however, that upon such notice from Landlord to Tenant, Tenant shall

have five (5) days to withdraw its request to assign or sublet in which event this Lease shall not terminate due to Landlord's notice to terminate.

(5) In addition, in the case of any assignment or subleasing as to which Landlord may consent (other than to a Permitted Assignee) such consent shall be upon the express and further condition, covenant and agreement, and Tenant hereby covenants and agrees that, in addition to the Rent, fifty percent (50%) of the "Assignment/Sublease Profits" (hereinafter defined), if any, shall be paid to Landlord. The "Assignment/Sublease Profits" shall be the excess, if any, of (a) the "Assignment/Sublease Net Revenues" as hereinafter defined over (b) the Rent (provided, however, that for the purpose of calculating the Assignment/Sublease Profits in the case of a sublease, appropriate proportions in the applicable Rent shall be made based on the percentage of the Premises subleased and on the terms of the sublease). The "Assignment/Sublease Net Revenues" shall be the rent payable either initially or over the term of the sublease or assignment plus all other profits and increases to be derived by Tenant as a result of such subletting or assignment, less the reasonable costs of Tenant incurred in such subleasing or assignment (the definition of which shall include but not necessarily be limited to rent concessions, brokerage commissions and alteration allowances) amortized over the term of the sublease or assignment. All payments of the Assignment/Sublease Profits due Landlord shall be made within ten (10) days of receipt of same by Tenant.

(6) As a condition to any such assignment or subletting, Landlord may require that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment.

(7) Permitted Assignment. Notwithstanding the foregoing, Landlord's consent is not required for any assignment to an Affiliate, as defined below, as long as the following conditions are met (a "Permitted Assignment" and such Affiliate, the "Permitted Assignee"):

(i) At least ten (10) business days before the assignment, Landlord receives written notice of the assignment (as well as any documents or information reasonably requested by Landlord regarding the assignment or Affiliate);

(ii) The assignment is not a subterfuge by Tenant to avoid its obligations under this Lease;

(iii) Assignee assumes in writing all of Tenant's obligations under this Lease relating to the Premises; and

(iv) Assignee has a tangible net worth, as evidenced by financial statements delivered to Landlord and certified by an independent certified public accountant in accordance with generally accepted accounting principles that are consistently applied ("Net

Worth”), at least equal to Tenant’s Net Worth either immediately before the Transfer or as of the date of this Lease, whichever is greater.

(v) For purposes hereof, the term “Affiliate” means any entity that controls, is controlled by, or is under common control with Tenant or any entity that is the survivor by merger or consolidation with Tenant, any entity that purchases a controlling interest in Tenant, or any entity that purchases all or substantially all of Tenant’s assets as a going concern. “Control” means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity’s affairs.

Tenant intends, on or after the Execution Date, to assign this Lease to CAC. By execution of this Lease, CAC assumes all of Tenant’s obligations under this Lease relating to the Premises and agrees to be bound hereunder and Landlord agrees, subject to review and approval of the assignment, which approval shall not be unreasonably withheld, conditioned or delayed, to consent to an assignment to CAC. Landlord shall not require CAC to meet the Net Worth requirements above and after such assignment Tenant shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease.

(8) If this Lease shall be so assigned, or if the Premises or any part thereof shall be underlet or occupied by anybody other than Tenant, Landlord shall nevertheless collect rent from the Tenant assignor. No such assignment, occupancy or collection shall be deemed a waiver or release of Tenant from full performance hereunder.

(b) Not to make any use of the Premises for other than the Permitted Use and to operate the Permitted Use in compliance with all laws regulations, orders and rulings.

(c) Not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance or waste; nor permit the emission of any unreasonably objectionable noise or odor; nor burn any trash or refuse at the Premises; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance, federal, state or local (including any environmental law or regulation), or which will invalidate any of the Landlord’s insurance.

(d) Not to make any alterations or additions, improvements, demolitions, renovations, or other work to the Premises whether or not such work requires any permits without the prior written consent of the Landlord, which may be withheld by the Landlord in its sole discretion. Tenant covenants and agrees not to make alterations, additions or improvements to the Premises, whether before or during the Lease Term, except in accordance with plans and specifications therefor first approved by Landlord in writing, which approval shall not be unreasonably withheld. Landlord shall not be deemed unreasonable: (i) for withholding approval of any alterations, additions or improvements which (1) in Landlord’s opinion might adversely affect any structural or exterior element of the Building, any area or element outside of the Premises or any facility serving any area of the Building outside of the Premises, or (2) involve or affect the exterior design, size, height or other exterior dimensions of the Building, or (3) enlarge the rentable floor area of the Premises; or (ii) for making its approval conditional on Tenant’s

agreement to restore the Premises to its condition prior to such alteration, addition, or improvement at the expiration or earlier termination of the Lease Term.

(1) Landlord's review and approval of any such plans and specifications and consent to perform work described therein shall not be deemed an agreement by Landlord that such plans, specifications and work conform with applicable law and requirements of insurers of the building in which the Premises is located (herein called "Insurance Requirements") nor deemed a waiver of Tenant's obligations under this Lease with respect to applicable law and Insurance Requirements nor impose any liability or obligation upon Landlord with respect to the completeness, design sufficiency or compliance of such plans, specifications and work with applicable law and Insurance Requirements.

(2) Tenant covenants and agrees that any alterations, additions, improvements or installments made by it to or upon the Premises shall be done in a good and workmanlike manner and in conformity with all applicable law and Insurance Requirements now or hereafter in force, that materials of first and otherwise good quality shall be employed therein, that the structure of the buildings shall not be endangered or impaired thereby and that the Premises shall not be diminished in value thereby.

(3) All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by or for Landlord and in such manner as to maintain harmonious labor relations and not to damage the buildings or improvements or interfere with building construction or operation and, except for installation of furnishings, shall be performed by Landlord's general contractor or by contractors or workmen first approved by Landlord. Except for work by Landlord's general contractor, Tenant shall procure all necessary governmental permits before making any repairs, alterations, other improvements or installations. Tenant agrees to save harmless and indemnify Landlord from any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work whether the same be performed prior to or during the Term of this Lease. In addition, Tenant shall cause each contractor to carry workmen's compensation insurance in statutory amounts covering the employees of all contractors and subcontractors, and commercial general liability insurance or comprehensive general liability insurance with a broad form comprehensive liability endorsement with such limits as Landlord may require reasonably from time to time during the Term of this Lease, but in no event less than the minimum amount of commercial general liability insurance or comprehensive general liability insurance Tenant is required to maintain as set forth in Section 7.1 hereof (all such insurance to be written in companies approved reasonably by Landlord and insuring Landlord and Tenant as well as contractors) and to deliver to Landlord certificates of all such insurance.

(4) Tenant covenants and agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees or contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the building and immediately to discharge any such liens which may so attach.

(5) All work, construction, repairs, alterations, other improvements or installations made to or upon the Premises shall become part of the Premises and shall become

the property of Landlord and remain upon and be surrendered with the Premises as a part thereof upon the expiration or earlier termination of the Lease Term, except as follows:

(i) All trade fixtures whether by law deemed to be a part of the realty or not, installed at any time or times by Tenant or any person claiming under Tenant shall remain the property of Tenant or persons claiming under Tenant and may be removed by Tenant or any person claiming under Tenant at any time or times during the Lease Term or any occupancy by Tenant thereafter and shall be removed by Tenant at the expiration or earlier termination of the Lease Term if so requested by Landlord. Tenant shall repair any damage to the Premises occasioned by the removal by Tenant or any person claiming under Tenant of any such property from the Premises.

(ii) At the expiration or earlier termination of the Lease Term, unless otherwise agreed in writing by Landlord, Tenant shall remove any wiring for Tenant's computer, telephone and other communication systems and equipment and any alterations, additions and improvements made with Landlord's consent during the Lease Term for which such removal was made a condition of such consent hereunder. Upon such removal Tenant shall restore the Premises to their condition prior to such alterations, additions and improvements and repair any damage occasioned by such removal and restoration.

(iii) If Tenant shall make any alterations, additions or improvements to the Premises for which Landlord's approval is required hereunder without obtaining such approval, then at Landlord's request at any time during the Lease Term, and at any event at the expiration or earlier termination of the Lease Term, Tenant shall remove such alterations, additions and improvements and restore the Premises to their condition prior to same and repair any damage occasioned by such removal and restoration. Nothing herein shall be deemed to be a consent to Tenant to make any such alterations, additions or improvements, the provisions of this Section 7.2(d) being applicable to any such work.

(6) Tenant shall pay, as additional rent, one hundred percent (100%) of any increase in real estate taxes on the Premises which shall, at any time after the Commencement Date, result from alterations, additions or improvements to the Premises made by Tenant if the taxing authority specifically determines such increase results from such alterations, additions or improvements made by Tenant.

7.3 Hazardous Materials. Tenant hereby represents, warrants and agrees to the following:

(a) Other than in the ordinary course of Tenant's business and the ordinary use of standard office and cleaning supplies used in compliance with Environmental Laws (as defined below), Tenant will not use the Premises for the generation, use, manufacture, recycling, transportation, treatment, storage, discharge or disposal of any hazardous, toxic or polluting substance or waste (including petroleum products and radioactive materials) ("Hazardous Substances") or for any use which poses a risk of damage to the environment and will not engage in any activity which could subject Landlord to any liability under Environmental Laws (as defined below).

(b) Tenant will comply with all applicable environmental statutes, rules, regulations and orders of any federal, state or municipal government ("Environmental Laws") in effect at any time during the term of this Lease; obtain in its own name any and all environmental permits, registrations, licenses, authorizations, approvals or identification numbers required or desirable under Environmental Laws ("Environmental Permits") as are necessary for its operations; and comply with all such Environmental Permits.

(c) Tenant will assume full responsibility for reporting any release, spill, leak, discharge, disposal, pumping, pouring, emission, emptying, injecting, leaching, dumping, or escaping ("Release") or threat of Release of any Hazardous Substance at the Premises to the appropriate environmental agencies and immediately provide notice of such Release or threat of Release to Landlord. Tenant will assume full responsibility for any investigation, clean-up or other action required in relation to any such Release or threat of Release caused by Tenant, its successors, assigns and subtenants and will indemnify and hold Landlord harmless for any claims, costs or expenditures in relation thereto. Tenant will take all necessary precautions to avoid any such Releases or threats of Release.

(d) Tenant will take no action which could result in a lien being imposed on the Premises by the State or Federal Government under any environmental statute.

(e) Tenant will not install any Hazardous Substance storage tank, asbestos containing materials nor polychlorinated biphenyl ("PCB") containing equipment at the premises without the advance written permission of Landlord.

(f) Tenant will take no action which could require Landlord to include in the deed to the property a notice of disposal/release of Hazardous Substances at the site.

(g) If at any time, Landlord has a reasonable belief that Tenant has not complied with the provisions of this Section 7.3 or that a Release has occurred for which Tenant is responsible hereunder, Landlord may have an environmental inspection performed at the Premises at Tenant's sole expense.

8. Casualty and Taking

8.1 Fire or Other Casualty. In case the Premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by the action of any public authority in consequence of a fire or other casualty, or damaged or destroyed by other casualty, this Lease shall, unless it is terminated as provided below, remain in full force and effect and the Landlord shall at its expense, proceeding with all reasonable dispatch, repair or rebuild the Premises in a good and workmanlike manner so as to restore them to the condition they were in immediately prior to such damage, destruction or demolition, but the Landlord (a) shall not be responsible for any delay which may result from governmental regulations, inability to obtain labor or materials or any other cause beyond the Landlord's reasonable control and (b) shall not be required to expend in such repair or rebuilding more than the proceeds of insurance, if any, recovered or recoverable with respect to the damage, destruction or demolition. Tenant shall at its expense, proceeding with all reasonable dispatch, repair or replace such of Tenant's Improvements including its fixtures and equipment as may have been damaged or destroyed. Tenant shall not

be required to repair or restore fixtures installed by Tenant which have become part of the real estate. There shall be a reasonable abatement of the Annual Fixed Rent payable hereunder from the time of the damage or destruction until completion of the repairs or rebuilding to be made by the Landlord.

In case 40% or more of the area of the Building is destroyed or so damaged by fire or other casualty insured under the Landlord's fire and extended coverage insurance policy as to render such portion of the Building untenable, the Tenant may at its election, by notice to the Landlord given within sixty (60) days after such destruction or damage, terminate this Lease.

In case 40% or more of the area of the Building is destroyed or so damaged by fire or other casualty insured under the Landlord's fire and extended coverage insurance policy as to render such portion of the Building untenable, or in case the Building shall be materially damaged by any casualty other than those covered by such insurance policy, the Landlord may at its election, by notice to the Tenant given within sixty (60) days after such destruction or damage, terminate this Lease. If the Premises are damaged or destroyed by fire or other casualty so as to render the Premises substantially unsuitable for their intended use, the Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord if:

(a) Landlord fails to give written notice within forty five (45) days of the fire or casualty of its intention to restore the Premises, or

(b) Landlord fails to commence restoration of the Premises as above provided within ninety (90) days of the fire or casualty, provided that such delay is not caused by any action or circumstance beyond the Landlord's reasonable control. Landlord's obligations to restore shall (1) be limited to that work for which the proceeds of insurance made available to the Landlord by any mortgagee holding a mortgage covering the premises are sufficient to pay in full; and (2) extend only to repair and restoration of the real estate constituting the Premises, expressly exclusive of any and all personal property, trade fixtures and equipment of Tenant. Any balance of net insurance proceeds remaining after payment in full of all work which Landlord is obligated to do shall be retained by Landlord; or

(c) the restoration of the Premises is not complete within two hundred seventy (270) days following commencement of restoration.

Tenant must give said thirty (30) days' written notice within thirty (30) days after the expiration of the period within which Landlord must act under (a), (b), or (c), as the case may be.

Landlord shall have the right to make all insurance settlement negotiations and to make a final settlement on any insurance claims affecting their rights under this Lease, subject to the Tenant's review and right of approval, which shall not be unreasonably withheld.

8.2 Eminent Domain. The Landlord reserves and excepts all rights to damages to the Premises and the leasehold hereby created now accrued or hereafter accruing (not including damages to the Tenant's stock in trade, or for interference with Tenant's business, and damages to fixtures which the Tenant is entitled to remove upon termination of this Lease) by reason of any exercise of the right of Eminent Domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation the Tenant grants to the

Landlord all the Tenant's rights to such damages. The Tenant covenants to execute and deliver such further instruments of assignment thereof as the Landlord may from time to time request. If all the Premises are taken by Eminent Domain this Lease shall terminate when the Tenant is required to vacate the Premises. If by a taking by Eminent Domain the area of the Premises is materially reduced, this Lease may at the option of the Landlord or Tenant be terminated as of the date when the Tenant is required to vacate the portion of the Premises so taken, by notice to be given not more than thirty (30) days after the date on which the party giving notice receives notice of the taking. Except as provided in this Section 8, this Lease shall not be terminated or otherwise affected by any exercise of the right of Eminent Domain. Whenever any portion of the Premises shall be taken by any exercise of the right of Eminent Domain, and if this Lease shall not be terminated in accordance herewith, the Landlord shall at its expense, proceeding with all reasonable dispatch, do such work as may be required to restore the Premises or what remains thereof (not including the Tenant's fixtures and equipment) as nearly as may be to be condition they were in immediately prior to such taking; and the Tenant shall at its expense, proceeding with all reasonable dispatch, do such work to its fixtures and equipment as may be required. A just proportion of the Annual Fixed Rent payable hereunder, according to the nature and extent of the taking, shall be abated from the time the Tenant is required to vacate that portion of the Premises taken until completion of the Landlord's work, or in the event of a permanent reduction in the Premises, such abatement shall be permanent and Tenant's Proportionate Share shall be adjusted accordingly. Notwithstanding anything to the contrary, Tenant shall be entitled to receive any separate awards made to Tenant for Tenant's costs of relocation and moving.

9. Default

9.1 Events of Default. This Lease is made on the condition that

(a) if Tenant shall fail to pay any installment of Fixed or Additional Rent or any other payment hereunder when due and such nonpayment continues for five (5) or more days after written notice from Landlord that such payment is past due, provided that in the event Landlord has provided two such notices in any calendar year, as to any following nonpayment during such calendar year, Landlord need not provide such notice and an Event of Default shall occur if such nonpayment continues for five (5) days following the date such payment is due; or

(b) if Tenant makes an assignment for the benefit of creditors; or

(c) if Tenant files a petition under any bankruptcy or insolvency law; or

(d) if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within thirty (30) days; or

(e) if such leasehold is taken on execution or other process of law in any action against Tenant; or

(f) if Tenant shall fail to comply with any other provision of this Lease and such failure continues, for more than thirty (30) days after notice or, in the case of defaults which cannot reasonably be cured within thirty (30) days, such additional time, if any, as is reasonably necessary to cure the default provided that Tenant diligently and continually attempts to cure such failure, but such additional time not to exceed sixty (60) days;

then, in any such cases (each, an "Event of Default"), Landlord and the agents and servants of Landlord may, in addition to and not derogation of any remedies for any preceding breach or covenant immediately or at any time thereafter while such default continues and without further notice and with or without process of law enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, but Tenant shall remain liable as hereinafter provided. Tenant shall have the right to cure any default until the expiration of the applicable cure period following notice by Landlord, as specified above. In addition to all other amounts that Tenant shall owe to Landlord, after an Event of Default, Tenant shall immediately owe and repay to Landlord all of Landlord's unamortized transaction costs, including but not limited to reasonable attorney fees, architectural fees, brokerage fees, Tenant Improvement Allowance, and other similar costs.

9.2 Tenant's Obligations After Termination. In the event that this Lease is terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term and to indemnify Landlord against all loss, cost, damages or expense suffered by reason of the termination and to pay the amounts thereof to the Landlord immediately upon demand. In calculating the rent reserved, there shall be included, in addition to the Annual Fixed Rent and all Additional Rent, the value of all other consideration agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligation after such termination to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. Tenant shall be credited with the net proceeds of any rents obtained by landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expense of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations at the Premises as Landlord in its sole judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings or by or against Tenant under the bankruptcy or insolvency laws, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

9.3 Limitation on Landlord's Remedies. Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Landlord agrees and acknowledges that any such marijuana located on the Premises shall be controlled in accordance with 105 CMR 725.000 et seq., and if provided by law, under the supervision of the Massachusetts Department of Public Health.

9.4 Penalty for Late Rent Payment. If any Annual Fixed Rent or Additional Rent is seven (7) or more days past due, Tenant shall pay Landlord a penalty in the amount of ten (10%) percent of such past due payment.

10. Miscellaneous

10.1 Titles. The titles of the Articles are for convenience and are not to be considered in construing this Lease.

10.2 Lease not to be Recorded. The Tenant agrees that it will not record this Lease.

10.3 Notice. No notice, approval, consent (including any notice, approval or consent to or from or by any mortgagee) requested or election required or permitted to be given or made pursuant to this Lease shall be effective unless the same is in writing. Communications shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant and, if to Tenant, at Tenant's address or at such other place as may have been specified by prior notice to Landlord. Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notices shall be sent by hand, registered or certified mail, or overnight or other commercial courier, postage or delivery charges, as the case may be, prepaid. Except as otherwise provided herein, all such notices shall be effective when received; provided, that (i) if receipt is refused, notice shall be effective upon the first occasion that such receipt is refused or (ii) if the notice is unable to be delivered due to a change of address of which no notice was given, notice shall be effective upon the date such delivery was attempted. Time is of the essence with respect to any and all notices and periods for giving of notice or taking any action thereto under this Lease. Any communications so addressed shall be deemed duly served if mailed in the U.S. mail by registered or certified mail, return receipt requested, and shall be deemed received seventy-two (72) hours after deposit in the U.S. mail.

10.4 Bind and Inure. The provisions of this Lease shall apply to, bind, and inure to the benefit of Landlord and Tenant, and their respective successors, legal representatives and assigns.

10.5 No Surrender. The delivery of keys to any employee of Landlord or to any agent of Landlord or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.6 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease shall not be

deemed a waiver of such violation nor a consent or waiver to any future violation. The receipt by Landlord of Annual Fixed Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or for any other breach of the same or any other agreement or duty.

10.7 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Annual Fixed Rent and Additional Rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

10.8 Independent Covenants. Except as otherwise expressly set forth herein, the foregoing covenants of Tenant are independent covenants and Tenant shall have no right to withhold or abate any payment of Monthly Fixed Rent (or any other sums defined as Rent herein), or to set off any amount against the Monthly Fixed Rent (or any other sums defined as Rent herein) then due and payable, or to terminate this Lease, because of any breach or alleged breach by Landlord of this Lease or because of the condition of the Premises. Tenant acknowledges and agrees that it has been represented by counsel of its choice and has participated fully in the negotiation of this Lease, that Tenant understands that the remedies available to Tenant in the event of a default by Landlord may be more limited than those that would otherwise be available to Tenant under the common law in the absence of certain provisions of this Lease, and that the so-called "dependent covenants" rule as developed under the common law (including, without limitation, the statement of such rule as set forth in the Restatement (Second) of Property, Section 7.1) shall not apply to this Lease or to the relationship of landlord and tenant created hereunder.

10.9 Signs. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, paint, affix or exhibit on any part of the Premises or the Property any signs, notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion, attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Property. For the avoidance of doubt, all signs and other alterations contemplated by this paragraph are to be installed at Tenant's sole cost and expense.

10.10 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

10.11 Partial Invalidity. If any term of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.12 Rights of Landlord to Cure Default. If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, upon ten (10) days' notice to Tenant except in the case of emergency, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord shall be deemed to be Additional Rent, payable upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights of releasing Tenant from any of its obligations under this Lease.

If repairs are required to be made by Tenant pursuant to the terms of this Lease, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to do so) make or cause such repairs to be made. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's operation of Tenant's business at the Premises.

10.13 Approval and Consent. Whenever in this Lease any matter is subject to approval or consent of either party, such approval or consent shall not be unreasonably withheld or delayed unless otherwise expressly provided. No cause of action shall arise from any asserted breach of Landlord's obligation, if any, to give approval or consent other than a right to specific performance.

10.14 Assignment by Landlord to Lender. Neither (a) the assignment by Landlord of all or any of its interests in this Lease as security to a lender holding a mortgage on the property, nor (b) the acceptance thereof by such lender, nor (c) the exercise of such lender of any of its rights pursuant to said assignment, shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage and acquired indefeasible title to the property.

10.15 Estoppel Certificate. Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth such further information with respect to the status of this lease or the Premises as may be

requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of landlord, constitute an Event of Default under this lease, and, in any event, shall be conclusive upon Tenant that the lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

10.16 Holdover. Tenant shall pay Landlord two hundred percent (200%) of the total of the Fixed and Additional Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. Such holding over shall otherwise be on the terms and conditions herein specified but the provisions of this section 10.16 shall not operate as a waiver by Landlord of any right of re-entry. Notwithstanding the provisions of this Section 10.16, any such entry or access shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area.

10.17 Limitation of Landlord's Liability. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. In no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages of any kind.

10.18 Late Delivery. If Landlord is unable to deliver possession of the Premises as required hereunder to Tenant on the Commencement Date, or on such other date as may be specified in this Lease, by any reason whatsoever, then Landlord shall have no liability to Tenant on account thereof; provided, however, that Tenant shall not be obligated to pay rent hereunder until Landlord is able to deliver possession of the Premises to Tenant. Subject to the foregoing, time is of the essence of this Lease.

10.19 Entry By Landlord. Landlord, and its duly authorized representatives, shall, upon reasonable prior notice (except in the case of emergency), have the right to enter the Premises at all reasonable times (except at any time in the case of emergency) for the purposes of inspecting the condition of same and making such repairs, alterations, additions or improvements thereto as may be necessary if Tenant fails to do so as required hereunder (but the Landlord shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise provided herein and to show the Premises to prospective tenants during the twelve (12) months preceding expiration of the term of this Lease as it may have been extended and at any reasonable time during the Lease Term to show the Premises to prospective purchasers and mortgagees. Notwithstanding the provisions of this Section 10.19, any such entry or access shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an "escorted access only" basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area.

10.20 Interruption Of Services. The failure by Landlord to any extent to furnish any utilities or other services, any cessation, malfunction, fluctuation, variation, or interruption thereof, or any breakdown or malfunction of equipment in the buildings resulting from causes beyond the reasonable control of Landlord shall not render Landlord liable in any respect for

damages, direct or consequential, to either persons or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Should any of Tenant's equipment or machinery breakdown, be damaged, or for any cause cease to function properly as a result of the cessation, malfunction, fluctuation, variation, interruption, or breakdown of services or equipment in the buildings resulting from causes beyond the reasonable control of Landlord, Tenant shall have no claim for rebate, offset or reduction of rent or damages.

10.21 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

10.22 Office of Foreign Asset Control. Tenant and Landlord each warrant and represent to Landlord that each party is not, and shall not become, a person or entity with whom Landlord or Tenant is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental actions, and the parties shall at all times be in compliance with all applicable orders, rules, regulations and recommendations of OFAC and other governmental agencies.

10.23 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

10.24 Brokers. Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person other than JCR Retail Brokerage and Newmark Grubb Knight Frank (collectively, "Broker") in connection with this transaction. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than the Broker, claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction. Landlord shall be responsible for paying any commission owed to Broker pursuant to a separate agreement.

10.25 Tenant Financials.

Tenant shall, within fifteen (15) days of receipt of written request from Landlord (but not more than one (1) time per Lease Year, in the absence of Tenant's Event of Default hereunder) deliver to Landlord Tenant's Financial Statements, as hereinafter defined. "Tenant's Financial

Statements" shall mean financial statements certified by a corporate officer as to completeness and accuracy including a balance sheet and loss statement for the most recent prior year, all prepared in accordance with generally accepted accounting principles consistently applied. In the event of Tenant's Event of Default hereunder, Landlord may request, and Tenant must deliver, Tenant's Financial Statements regardless of whether Tenant had previously delivered Tenant's Financial Statements in the same Lease Year in which Tenant received such additional request.

11. Condition of Premises.

The Premises are to be delivered to Tenant free other all of occupants and in "as-is" condition. Tenant has inspected the Building (including structure, its building systems and utilities) and the Land and agrees (a) to accept possession of the Premises in the condition existing as of the Commencement Date, in "as-is" condition, (b) that neither Landlord nor any of Landlord's agents have made any representations or warranties with respect to the Premises or the Land, and (c) Landlord has no obligation to perform any work, or make any alterations, additions improvements or to the Premises to prepare the Premises for Tenant's use and occupancy. Tenant's execution of this Lease shall be conclusive evidence that Tenant has accepted possession of the Premises in its then -current condition, and that at the time such possession was taken, the Premises and the Building were in a good and satisfactory condition as required by this Lease.

12. Security Deposit.

There shall be a security deposit in the amount of the Security Deposit securing Tenant's performance under this Lease on the terms set forth herein. Tenant shall deposit with Landlord the amounts constituting the Security Deposit at the times set forth in Section 1.1, for the performance of all of Tenant's obligations hereunder, which Security Deposit shall be in the form of a wire transfer, certified bank check, or an unconditional and irrevocable letter of credit (the "Letter of Credit"): (i) in form and substance satisfactory to Landlord, (ii) naming Landlord as beneficiary, (iii) expressly allowing Landlord to draw upon it at any time from time to time by delivering to the issuer notice that Landlord is entitled to draw thereunder, (iv) issued by an FDIC-insured financial institution satisfactory to Landlord, and (v) redeemable by presentation of a sight draft in the state of Landlord's choice. If Tenant does not provide Landlord with a substitute Letter of Credit complying with all of the requirements hereof at least 10 days before the stated expiration date of any then current Letter of Credit, Landlord shall have the right to draw the full amount of the current Letter of Credit and hold the funds drawn in cash without obligation for interest thereon as the Security Deposit. The Security Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of an Event of Default, Landlord may use all or any part of the Security Deposit to pay delinquent payments due under this Lease, future rent damages, and the cost of any damage, injury, expense or liability caused by such Event of Default, without prejudice to any other remedy provided herein or provided by law. Landlord's right to use the Security Deposit includes the right to use the Security Deposit to pay future rent damages following the termination of this Lease. Upon any use of all or any portion of the Security Deposit, Tenant shall pay Landlord on demand the amount that will restore the Security Deposit

to the amount set forth in Section 1.1 of this Lease. Tenant waives the provisions of any law, now or hereafter in force which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. Upon bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for periods prior to the filing of such proceedings. Upon any such use of all or any portion of the Security Deposit, Tenant shall, within 5 days after demand from Landlord, restore the Security Deposit to its original amount. If Tenant shall fully perform every provision of this Lease to be performed by Tenant, the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ninety (90) days after the expiration or earlier termination of this Lease. In the event this Lease is terminated pursuant to Section 2.1, Landlord's unamortized transaction costs, including but not limited to reasonable attorney fees, architectural fees, brokerage fees and other similar costs, shall be subtracted from the Security Deposit and the remainder shall be returned to Tenant and neither party shall have any further rights, reservations or recourse against the other.

If Landlord transfers its interest in the Property or this Lease, Landlord shall either (a) transfer any Security Deposit then held by Landlord to a person or entity assuming Landlord's obligations hereunder, or (b) return to Tenant any Security Deposit then held by Landlord and remaining after the deductions permitted herein. Upon such transfer to such transferee or the return of the Security Deposit to Tenant, Landlord shall have no further obligation with respect to the Security Deposit, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee, and no interest shall accrue thereon.

The Security Deposit shall be subject to adjustment as follows: If, as of February 1, 2019, an Event of Default does not exist under this Lease and the Landlord has not previously applied any portion of the Security Deposit to an Event of Default by Tenant, then the Security Deposit shall be reduced to \$127,189.28 (either by credit against next monthly payments of Fixed Rent, in the case of a cash Security Deposit, or by amendment or replacement of the Letter of Credit).

WITNESS execution hereof in duplicate under seal on the date first above set forth.

LANDLORD:

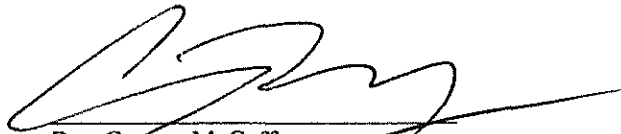
WEINMAN PROPERTIES, LLC



By: Zach Weinman
Its: Member

TENANT:

ALTERNATIVE CARE RESOURCE
GROUP LLC



By: Connor McCaffery
Its: Manager

3/3/17

Executing this Lease as an agreement to be
bound hereunder upon the execution of an
assignment of this Lease to CAC pursuant
to Section 7.2(a)(7) of this Lease:

CAC:

COMMONWEALTH ALTERNATIVE CARE INC.



By: Dorothy M. Whalen
Its: President

EXHIBIT A

PLAN OF PREMISES

**Alternative Care Resource Group LLC
31 Broadway
Hanover MA 02339**

March 3, 2017

Dorothy M. Whalen, President
Commonwealth Alternative Care Inc.
26 Watson Street, Suite 1
Cambridge, Massachusetts 02139

RE: 1385 Cambridge Street
First Floor, Third Floor and Mezzanine (office)
Cambridge MA 02139

ASSIGNMENT and SUBLEASE

Dear Ms. Whalen:

Please accept this letter as a statement of assignment and sublease ("Assignment") by Alternative Care Resource Group LLC ("ACRG" or "Assignor") in favor of Commonwealth Alternative Care Inc. ("CAC" or "Assignee") relative to the real property located at the above-referenced address. Please sign this letter in the space indicated below to indicate your acceptance of the terms and conditions stated herein.

1. Recitals.

Whereas, on or about March 3, 2017, ACRG and Weinman Properties LLC, a Delaware limited liability company ("Landlord") entered into a Commercial Lease ("Lease") relative to the first floor, second floor, third floor and mezzanine premises located at 1385 Cambridge Street in Cambridge ("Premises");

Whereas, a copy of the Lease is attached hereto as Exhibit A;

Whereas, Section 7.2 of the Lease permits ACRG to assign and sublease the premises to CAC as set forth in this Assignment;

Whereas, ACRG seeks to assign and sublease, and CAC seeks to accept such assignment and sublease, as set forth in this Assignment;

Whereas, CAC and ACRG have executed a certain Management Agreement through which CAC has retained ACRG to provide certain services, including application support, real estate, site design, construction management and other services including, but not limited to, providing physical locations suitable for RMD dispensary use;

Whereas, the parties understand and acknowledge that ACRG has incurred, and will continue to incur, substantial costs and risks associated with CAC's establishment and operation of one or more RMD dispensaries;

Whereas, CAC intends to establish an RMD dispensary with ancillary office use at the premises using state-of-the-art equipment, fixtures and other characteristics, all of which will be designed, constructed and managed at the premises by ACRG and in compliance with 105 CMR 725.000 et seq.;

Whereas, through the Lease, ACRG has secured the premises, and has assured that the premises are suitable for establishing and operating the RMD contemplated by CAC;

Therefore, the parties hereby execute this Assignment in order to express the terms and conditions upon which CAC will sublease the premises from ACRG.

Upon full execution by the parties, this Assignment shall constitute evidence of Assignee's interest in the premises, and shall express the parties' intention to demonstrate CAC's interest in real property not inconsistent with the regulations, guidances and Siting Profile materials issued from time to time by the Massachusetts Department of Public Health ("DPH").

The parties intend that this Assignment and Lease be submitted to the Massachusetts Department of Public Health in connection with the application of CAC to establish and operate an RMD dispensary pursuant to 105 CMR 725.000 et seq. The parties intend and anticipate that the Premises will be devoted to said use and purpose.

2. Operative Dates.

Commencement Date: Upon receipt by CAC of a Final Certificate from the Massachusetts Department of Public Health to operate an RMD dispensary at the premises.

Assignment Date: March 13, 2017

Rent Commencement Date: Thirty (30) days following the issuance of a Final Certificate to CAC to dispense Medical Marijuana at the premises

3. Parties.

Assignor: Alternative Care Resource Group LLC
31 Broadway
Hanover MA 02339

**Commonwealth Alternative Care,
Application 3 of 3**

Assignee: Commonwealth Alternative Care Inc.
26 Watson Street, Suite 1
Cambridge, Massachusetts 02139

4. Terms and Conditions.

Description: Approximately 7,172 rentable square feet located in the building located at 1385 Cambridge Street, Cambridge MA 02139.

Initial Term: Ten (10) years (120 months)

Permitted Use: RMD Dispensary and all lawful uses related thereto

Rent: As stated in Section 1.1 of the Lease, and commencing on the Rent Commencement Date: Year 1 - \$31,797.32 per month. Rent shall increase by 3.0% each year starting with Year 2, and such annual increase shall continue for the remainder of the term and any renewal period(s).

Assignee's Operating Costs: Assignee shall pay all operating expenses, which shall include real estate taxes, heat, electric, hot water, telephone, internet and like charges.

Security: As required by 105 CMR 725.110, Assignee shall be responsible for security at the premises.

Assignor's Obligation: Assignor shall support Assignee in connection with applications for municipal and state permitting and licensing.

Required Insurance: \$3,000,000.00 general liability per occurrence, annually
\$5,000,000.00 general liability in the aggregate, annually

As required by 105 CMR 725.105(Q)

Nature of the Commitment: This Assignment is binding between the parties, who agree to execute a standard form sublease with terms and conditions not inconsistent with this Assignment.

Please indicate your agreement by signing below. I look forward to working with you.

Sincerely,

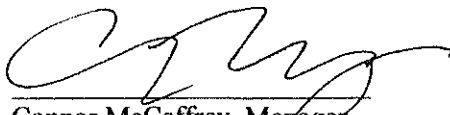

Connor McCaffrey, Manager

ALTERNATIVE CARE RESOURCE GROUP LLC

Agreed to:

By:

Date:

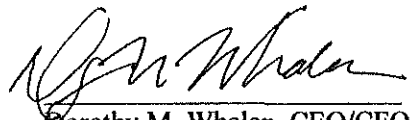

Connor McCaffrey, Manager
3/4 / 2017

COMMONWEALTH ALTERNATIVE CARE INC.

Acknowledged:

By:

Date:



Dorothy M. Whalen, CEO/CFO
3/6 / 2017

WEINMAN PROPERTIES, LLC

Acknowledged:

By:

Date:


Zach Weinman, President
3/7 / 2017

**Alternative Care Resource Group LLC
31 Broadway
Hanover MA 02339**

March 1, 2017

Zach Weinman, President
Weinman Properties, LLC.
281 Waban Avenue
Waban, MA 02468

RE: Lease for 1385 Cambridge Street
Cambridge MA 02139

NOTICE of ASSIGNMENT

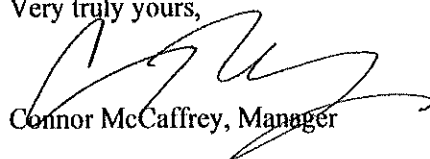
Dear Mr. Weinman:

Pursuant to Section 7.2(7) of the Lease dated March 1, 2017 ("Lease"), this letter constitutes notice that, effective March 13, 2017, Alternative Care Resource Group LLC ("Tenant") assigns its rights and obligations under the Lease to Commonwealth Alternative Care Inc., a Massachusetts not-for-profit corporation with a principal place of business at 26 Watson Street, Suite 1, Cambridge, Massachusetts 02139 ("CAC").

The nature of the assignment shall be to permit CAC to establish and operate a registered marijuana dispensary and engage in other ancillary uses in accordance with Massachusetts law.

Notwithstanding this assignment, Tenant shall remain fully and primarily liable on the Lease as set forth in Section 7.2.

Very truly yours,


Connor McCaffrey, Manager

cc: Dorothy Whalen, President
Commonwealth Alternative Care Inc.

AMENDMENT TO COMMERCIAL LEASE

This is an AMENDMENT, dated July 16, 2016, to a certain Lease dated as of August 31, 2015 (“Lease”) by and between 30 Mozzone Boulevard 2013 Realty Trust, having a mailing address of PO Box 1177, Mattapoisett, MA 02739 (“Landlord”) and Alternative Care Resource Group LLC, a Massachusetts limited liability company, having a principal place of business at 194 Halstead Drive, Hingham, MA 02043 (“Tenant”).

Whereas, the Lease provides that Landlord leases to Tenant, and Tenant accepts from Landlord, the premises located at 30 Mozzone Boulevard, Taunton, Massachusetts ("Premises"); and

Whereas, Landlord and Tenant have hereby agreed to amend the Lease as set forth below;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Article 10 is hereby amended by inserting after Section 10.4 the following text:

“Section 10.5. Notwithstanding any provision of this Lease to the contrary, any entry or access to the Premises shall adhere to the strictures of Massachusetts law and regulation, and shall occur on an “escorted access only” basis, as set forth in 105 CMR 725.110(C)(4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access a dispensary agent authorized to access and escort Landlord in any designated limited access areas.

Section 10.6. Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana plant, marijuana flower, edible marijuana-infused product, marijuana extract or any other marijuana product or by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the Premises shall be controlled in accordance with 105 CMR 725.000 et seq., and if provided by law, under the supervision of the Massachusetts Department of Public Health.”


2. This Amendment shall be effective as of the date of its execution.
3. All terms and conditions in the Lease not expressly amended hereby shall remain in full force and effect.

Signed and sealed 7/16/2016

LANDLORD
Mozzone Boulevard 2013 Realty Trust

TENANT
Alternative Care Resource Group LLC

DocuSigned by:
By: 
0061D82FE8B94C8
Daniel G. DaRosa
Its: Manager

By: 
Connor McCaffrey
Its: Manager

LEASE

THIS LEASE ("Lease") is made as of the 31st day August, 2015 by and between 30 Mozzone Boulevard 2013 Realty Trust, ("Landlord") having a mailing address of P.O. Box 1177, Mattapoisett, MA 02739, and Alternative Care Resource Group, LLC having a mailing address of 194 Halstead Drive, Hingham, MA 02043 ("Tenant").

1. Premises, Term

Section 1.1 – Premises: Landlord hereby demises and leases the Premises unto Tenant, and Tenant hereby leases from Landlord, subject to the terms, provisions, and conditions hereafter set forth, the Premises as described on Exhibit "A" attached hereto, together with all buildings, structures, facilities, land and other improvements located thereon, and all appurtenances thereto, hereinafter referred to as the "Premises", commonly known as a portion of 30 Mozzone Boulevard, Taunton, County of Bristol, Massachusetts consisting of approximately 40,000 square feet +/-, being a portion of the building at 30 Mozzone Boulevard, Taunton, County of Bristol, Massachusetts ("Building"), for the term specified in Section 1.2 hereof unless sooner terminated or extended as provided herein.

Section 1.2 – Term: Tenant hereby leases from Landlord and Landlord hereby leases to Tenant the Premises for a term of sixty (60) months ("Initial Term"), commencing 21 days from the approval of a license to operate a Medical Marijuana Dispensary from the Department of Public Health of the Commonwealth of Massachusetts (the "Commencement Date") and continuing in effect until 60 months thereafter ("the Termination Date").

Section 1.3 – Option to Renew: Provided this Lease is then in effect and Tenant is not then in default hereunder, Tenant may extend the Term for three (3) Renewal Terms of three (5) years each, commencing as of the close of business on the Termination Date of the Initial Term or previous Renewal Term as the case may be, on the same terms and conditions as are in effect on the Termination Date except that the Base Rent shall be as agreed upon between the parties, by giving Landlord written notice of Tenant's intention to do so on or prior to the date which is one hundred eighty (180) days prior to the Termination Date. Upon the commencement of any Renewal Term, the "Termination Date" shall mean the last day of such Renewal Term.

2. Basic Rent

Section 2.1 – Basic Rent: Tenant covenants and agrees to pay without notice, demand or offset to Landlord, at Landlord's address set forth on the first page of this Lease, or at such place as Landlord shall from time to time designate in writing, Basic Rent for the Premises as follows:

Year 1- \$10.00 per square foot.

Year 2- \$11.00 per square foot.

Year 3- \$12.00 per square foot.

Year 4- \$13.00 per square foot.

Year 5- \$14.00 per square foot.

The first such payment to be made on the Commencement Date hereof, and thereafter paid monthly, in advance, on the first day of each and every calendar month during the term hereof, and proportionately at such rate for any partial month during the Term. Tenant is responsible for tenant's pro rata share (calculated based on the percentage derived by dividing the square footage contained in the Premises by the aggregate square footage contained in the Property) of the real estate taxes. Tenant is further responsible for the sum of \$0.75 per square foot for maintenance and snow removal

Prior to the Commencement Date, Tenant agrees to pay the sum of \$5,000.00 per month on the first day of the month as a Lease Option Fee until the Commencement Date. The first payment of \$5,000.00 is due and payable on September 1, 2015. If payment is not received by the 10th of the month in any given month where the Lease Option Fee is due and payable, the Lease Option will be have been deemed to expire and any rights that Tenant may have under this Lease shall terminate.

3. Taxes

Section 3.1 – Real Estate Taxes: Landlord shall pay all ad valorem and property taxes and assessments which are actually levied or assessed against, upon or with respect to the Leased Premises by any state, county, city or any other governmental agency or taxing authority at any time or times, throughout the Term. Tenant is responsible for tenant's pro rata share (calculated based on the percentage derived by dividing the square footage contained in the Premises by the aggregate square footage contained in the Property).

The provisions of this Section are predicated upon the present system of taxation in the Commonwealth of Massachusetts. Should any governmental authority having jurisdiction over all or any portion of the Premises impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants of the Premises to the Landlord or with respect to the ownership of the land and buildings comprising the Premises by the Landlord (or any individual or entity forming the Landlord), either by way of substitution for all or any part of the present ad valorem

Commonwealth Alternative Care, Application 3 of 3

real estate taxes or in addition thereto, then the Tenant shall be obligated to pay its proportionate share of such tax and/or assessment.

Section 3.2 – Personal Property Tax: Tenant shall pay all taxes, which may be lawfully charged, assessed, or imposed upon all fixtures and equipment, or other property of Tenant situated in or upon the Premises, and Tenant shall pay all license fees and other charges, which may lawfully be imposed upon the business of the Tenant conducted upon the Premises.

5. Utilities, Services

Tenant shall pay the applicable utility provider directly for the connection and all of its consumption of utilities, including, but not limited to, gas, steam, electricity, sewer charges, water charges, telephone, and the like, including all utilities necessary for heating and air conditioning the Premises.

6. Use of Premises, Assignment and Subleasing

Section 6.1 – Use: Tenant shall use and occupy the Premises only for any legal use pertaining to the sale, cultivation, storage (including outside storage) and distribution of medical marijuana.

Section 6.2 - Assignment and Subletting: Notwithstanding any other provisions of this Lease, the Tenant covenants and agrees that it will not assign this Lease or sublet (Including, without limitation, the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed; provided further, that no such consent shall be required in the event of assignment or sublease to a corporate parent, affiliate, or subsidiary, or in the event of the transfer, sale, or acquisition of all or substantially all of the assets of the respective party relating to this Agreement. Any additional rental income as a result of subletting Premises shall be payable on receipt to the Landlord.

7. Maintenance; Repairs;

Section 7.1 Tenant shall maintain the Premises in good order and repair during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass in the Premises. Tenant hereby acknowledges that it has examined the Premises. Tenant accepts the Premises in "as is" condition without any warranty or representation from Landlord. Landlord shall, at the sole cost and expense of the Tenant, prepare the build-out of the premises for the Tenant pursuant to the plans provided by the Tenant to the Landlord. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste thereof. Tenant shall have the right to erect a sign on the exterior of the Premises or within the Premises, subject to Landlord's prior written consent and to applicable

laws, rules and regulations (including, but not limited to zoning), provided that Tenant shall have first obtained any and all governmental permits and approvals that are required therefor.

Section 7.2 Tenant shall keep the Premises in a clean, sanitary and safe condition in accordance with, and in all respects in compliance with, the laws of the Commonwealth of Massachusetts and the ordinances of the city or town in which the same are located and all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other proper officers of governmental agencies having jurisdiction thereof and in accordance with the requirements, if any, of Landlord's and Tenant's insurers. Tenant shall NOT store personal property or permit debris to be placed outside the Premises and Landlord shall be entitled to remove at Tenant's expenses, any debris if stored or left by Tenant outside the Premises.

Section 7.3 During the Term, Tenant shall, at its own cost and expense (i) make all repairs and replacements not required to be maintained by Landlord as defined in Section 7.5, as may be necessary to keep the Premises, including the rest rooms in as good condition and repair as the same are in at the commencement of the Term or thereafter may be put all portions of the Premises in a clean and orderly conditions, free of accumulation of dirt, rubbish and other debris; and (iii) provide for trash removal services for itself. Without limitation, Tenant shall continually during the Term of the Lease maintain the Premises in accordance with all laws, codes and ordinances from time to time in effect and all directions, rules and regulations of governmental agencies having jurisdiction, and of the applicable Board of Fire Underwriters, and shall, at Tenant's own expense, obtain all permits, licenses and the like required by applicable law. Notwithstanding the provisions of this Lease, Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damage to the Building (including the building systems) caused by any act or gross neglect of Tenant or its agents, employees, contractors or invitees (including any damage by fire or any other casualty arising therefrom).

If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand the Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and to complete the same within thirty (30) days after receipt of such written demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made. If Landlord makes or causes such repairs to be made, Tenant

agrees that it will forthwith, on demand, pay Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Section 10 hereof

Section 7.4 Tenant shall not make any alterations or additions to the Premises, without the prior written consent of Landlord. Landlord agrees that it will not unreasonably withhold or delay its consent to non-structural alterations to the Premises, provided that, in each instance, Tenant shall first give written notice to Landlord specifying the proposed alterations and the commencement and approximate completion dates thereof. Any such allowed alterations shall be at Tenant's expense and shall be performed in a good and workmanlike manner and in compliance with all applicable law. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein, except as specifically

provided in Section 11 hereof with respect to "Tenant's Fixtures" (as therein defined). All work to be done by the Tenant in, on or about the Premises (with the prior written approval of Landlord were required) shall be performed in a good and workmanlike manner in full compliance with all applicable law and after Tenant shall have provided to Landlord evidence satisfactory to Landlord of worker's compensation and liability insurance.

Section 7.5 Landlord shall, at its own cost and expense, keep and maintain in good order and repair, and replace when necessary, all exterior and loadbearing walls including exterior painting, building foundations, the roofs and roof systems including soffits, gutters and rainspouts, all interior and exterior heating and airconditioning, plumbing, electrical, and mechanical systems, and all parking, access, stormwater systems and landscaped areas, at or respecting the Premises.

8. Casualty; Condemnation

Section 8.1 In the event during the Term, the Premises shall be damaged or destroyed by fire or other casualty to an extent repairable in Landlord's reasonable judgment within one hundred twenty (120) days from the date of such damage, Landlord shall forthwith proceed, diligently and to repair such damage or destruction and restore the Premises to substantially their condition immediately prior to the time of such damage or destruction to the extent reasonably practicable, consistent with zoning laws and regulations and building codes then in existence. During the period of repair, Basic Rent shall abate in whole or in part depending on the extent to which such damage or repair shall deprive Tenant of the use of the Premises for the Permitted Use. In the event during the Term hereof the Premises shall be damaged or destroyed by fire or other casualty to an extent not repairable in Landlord's reasonable judgment within one hundred twenty (120) days from the date of such damage, Landlord shall have the right to terminate this Lease as of the date of Landlord's notice to Tenant promptly following the date of such damage.

Notwithstanding anything to the contrary contained in this Section 8.1, if the Premises shall be "substantially damaged or destroyed" (as hereinafter defined) by fire, windstorm, or otherwise within the last six (6) months of the term of this Lease (initial or extended), Landlord shall have the right to terminate this Lease, provided that written

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notice thereof is given to Tenant not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this Lease and the Term shall cease and come to an end as of the date of said damage or destruction. For the purposes of this Section "substantially damaged or destroyed" shall have reference to damage to or destruction of the Premises of such a character as cannot reasonably be expected to be repaired within ninety (90) days from the time that such repair is commenced.

Section 8.2 In the event during the Term, all the Premises of the Property shall be taken by condemnation or right of eminent domain, or if any portion of any of the Premises or the Property shall be so taken with the result that the balance (when reconstructed) is rendered unsuitable for the purposes of Tenant, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given not later

than thirty (30) days after Tenant has been deprived of possession. Should any part of the Premises be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to as nearly like there condition prior to such taking as shall be reasonably practicable. Where Tenant has not already exercised any right of termination accorded to it under this Section, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the Premises shall be so taken that continued operation of the Premises would be uneconomic, Landlord shall have the right to terminate this Lease by giving notice to Tenant not later than thirty (30) days after the effective date of such taking.

Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures or furniture and its leasehold improvements and for relocation expenses to the extent Tenant was not reimbursed for the same by Landlord. In the event of any such taking of the Premises, the rent payable hereunder, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

9. Indemnity and Insurance

Section 9.1 – Indemnity: Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature arising from any act, omission or gross negligence of Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the Premises, or arising from an accident, injury or damage occurring outside of the Premises, to the extent such accident, damage or injury results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's agents or employees. This

Commonwealth Alternative Care, Application 3 of 3

indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, but shall exclude the same caused by any act, omission or negligence of Landlord. The provisions of this Section shall survive the expiration of the Term or the earlier termination of this Lease.

Section 9.2 Tenant shall maintain in full force from the date on which Tenant first enters the Premises for any reason, throughout the Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of Comprehensive General Liability Insurance in accordance with the minimum limits of liability of such insurance in the amounts of \$2,000,000 Each Occurrence; \$2,000,000 General Aggregate Limit; \$2,000,000 Products — Completed Operations Aggregate Limit; \$2,000,000 Fire and Legal Liability; and \$10,000 Medical Expenses Limit (each person).

Landlord shall be included as an additional insured under the foregoing policies and a Certificate of Insurance evidencing the above insurance shall be delivered to Landlord on or before the date on which Tenant first enters the Premises. Each such policy shall provide that the same may not be cancelled, terminated, altered or amended without at least twenty (20) days written notice to Landlord. All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by reputable, financially sound and duly licensed insurance companies reasonably satisfactory to Tenant.

Section 9.3 Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom) Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 9.4 Tenant agrees to use and occupy the Premises at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. It is understood and agreed that Tenant assumes all risk of damage to its own personal property arising from any cause whatsoever, including, without limitation, loss by theft, burglary or otherwise, except to the extent caused by the negligence or other misconduct of Landlord.

Section 9.5 Landlord shall obtain and maintain in force during the Term, and any extensions hereof, fire and extended coverage insurance with respect to the Premises in an amount not less than the full replacement value thereof.

10. Events of Default and Landlord's Remedies

Section 10.1 Any one of the following shall be an Event of Default:

A. Failure by Tenant to make payment of rent or any other monetary amount due hereunder and remains unpaid after the same becomes due for a period of ten (10) days after receipt of written notice of such failure from Landlord.

B. With respect to a default under this Lease respecting any of Tenant's non-monetary covenants and obligations pursuant to this Lease, failure by Tenant to cure the same within thirty (30) days after receipt of written notice of such default from Landlord.

Section 10.2 If an Event of Default shall occur, Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without the necessity or requirement of making any entry, send written notice to the Tenant demanding that Tenant vacate the Premises and terminating this Lease; and upon the first to occur of: (i) Tenant's vacating the premises as aforesaid; or (ii) the expiration of the fifteenth (15th) day following mailing of such notice of termination, this Lease shall terminate.

Section 10.3 If this Lease shall have been terminated as provided in this Section, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may, without notice, re-enter the Premises, either by summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made,

In the event of any termination, Tenant shall pay the Basic Rent, , and all other sums payable hereunder up to the time of such termination, and thereafter, Tenant, until the end of what would have been the Term in the absence of such termination, whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Basic Rent, and expenses to be pro-rated, and all other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys, fees, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord at Landlord's option (i) monthly on the days on which the Basic Rent, would have been payable hereunder (and at such other times as other sums due hereunder would have been payable) if this Lease had not been terminated or (ii) upon such termination, a lump sum, which at the time of such termination, represents the amount of the excess, if any, of the then value of the total Basic Rent, the, and other benefits which would have accrued to the Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by the Tenant over an above the then cash rental value (in advance) of the premises for

the balance of the Term.

In case of an Event of Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord shall have the right, but not the obligation, to (I) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant concessions or free rent to the extent that Landlord considers advisable and necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole judgment considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Tenant hereby expressly waives any and all rights of redemption granted

by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

All reasonable costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by any Event of Default by Tenant shall be paid by Tenant. Tenant covenants and agrees to indemnify and hold harmless the Landlord from and against any and all loss of rent, damages and other costs and expenses incurred by the Landlord by reason of such termination including reasonable attorneys' fees, court costs, brokerage and other costs of reletting and moving and storage charges incurred by Landlord in moving tenant's belongings and to reimburse Landlord for the same from time to time upon demand of the Landlord. The provisions of this paragraph shall survive the expiration or the earlier termination of this Lease.

The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

Section 10.4 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord property specifying wherein Landlord has failed to perform any such obligation.

11. Surrender

Tenant shall at the expiration or other termination of this Lease remove from the Premises all Tenant's goods, effects, equipment and trade fixtures (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant either inside or outside the Premises) and all other fixtures directly related to its business in the Premises ("Tenant's Fixtures"), provided that if any such Tenant's Fixtures are affixed to the Premises, then Tenant shall repair any damage caused by such removal. Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises (excepting Tenant's Fixtures), in good condition, reasonable wear and tear and damage by fire or other casualty and damage caused by any act, omission or negligence of Landlord, only, excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sums due hereunder, or to destroy such property.

12 Subordination

This lease is hereby made and shall automatically be subordinate to any and all mortgages or ground leases now or hereafter encumbering the Property (unless any mortgagee or ground lessor shall elect, at its option, to subordinate such mortgage or ground lease to this Lease). If this Lease is subordinate to any mortgage or ground lease and the holder thereof (or successor) shall succeed to the interest of Landlord, Tenant shall attorn to such holder and this Lease shall continue in full force and effect between such holder (or successor) and Tenant. Tenant agrees to execute such instruments of subordination or attornment confirmation of the foregoing agreement as such holder (or successor) may request.

13. Hazardous Materials

Landlord hereby indemnifies, agrees to defend, and holds harmless Tenant from and against all liability, loss, claims, damage, or expense, including, but not limited to, reasonable attorneys' and experts' fees, cleanup or other remediation costs and fees, and governmental fines ("Costs"), arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes as defined in any Environmental Law, existing on the Leased Premises, as of the Commencement Date, or which come onto the Leased Premises during the Term from sources outside of Tenant's reasonable control (including, without limitation, any Costs associated with the removal of any underground storage tanks at the Leased Premises and any Costs of remediation associated therewith), which are latent, or to the extent not caused by Tenant.

Tenant hereby indemnifies, agrees to defend and shall hold Landlord harmless from and against all liability, loss, claim, damage, or expense, including, but not limited to, reasonable attorneys' and experts' fees, cleanup or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the Leased Premises by Tenant or its agents in violation of any Environmental Law from and after the Effective Date and through and until the date on which Tenant vacates the Leased Premises.

As used herein, "Environmental Law" means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses, and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. 6991 et seq.), Safe Drinking Water Act (42 U.S.C. Sec. 300f et seq.), Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), Clean Air Act (42 U.S.C. Sec. 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq.), Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.), amendments thereto, and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or

regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect. The presumption is that any toxic or hazardous materials, pollutants, contaminants or hazardous wastes were introduced on the Leased Premises prior to the Commencement Date. This presumption can only be overcome by preponderance of the evidence.

14. Miscellaneous Provisions

Section 14.1 Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof; and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by Tenant. Any consent required of Landlord in any provision of this Lease may be withheld by Landlord in its sole discretion unless the provision requiring such consent specifically states that Landlord shall not withhold such consent unreasonably.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is

Commonwealth Alternative Care, Application 3 of 3

payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 14.2 Access by Landlord or agents of the Landlord may, upon reasonable notice at all times during normal business hours, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the Premises to others, and at any time within forty-five (45) days of the termination of this Lease, Landlord or Landlord's agent may affix to any suitable part of the Premises a notice for letting or selling the Premises or the Property and keep the same so affixed without hindrance or molestation.

Section 14.3 Limitation of Liability. It is understood and agreed that any and all obligations of Landlord contained in this Lease shall be binding upon Landlord's and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord interest hereunder. In addition, Tenant specifically agrees (a) to look solely to Landlord's interest in the Building, including, without limitation, any proceeds from the sale thereof, for recovery of any judgment against Landlord and (b) that neither Landlord, nor any general or limited partner of Landlord shall ever be personally liable for any obligation of Landlord hereunder.

It is further understood and agreed that with respect to any services to be furnished or work to be performed by Landlord to or for Tenant, Landlord shall in no event be liable for failure to furnish or perform the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the Premises from which the service or work is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 14.4. No Brokerage. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 14.5. Attorney Fees and Expenses. If either party hereto shall commence any legal proceedings against the other for the recovery of rent or other monies due and owing, to recover possession, or for relief because of any Event of Default, and shall prevail, the non-prevailing party shall pay all expenses thereof of the prevailing party, including reasonable attorneys' fees.

Section 14.6. Rules and Regulations. Landlord reserves the right to impose rules and regulations required in Landlord's reasonable judgment to preserve the condition and value of the Property and to promote the safe and efficient operation of the Property.

Section 14.7. Invalidity of Particular Provisions. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14.8. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment.

Section 14.9. Notices. Any notice from either party hereto to the other relating to the Premises or to the occupancy thereof, shall be effective if mailed to such party, by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier, addressed to such party at the address of such party set forth on the first page hereof or to such address as such party may from time to time advise the other in writing. Any notice sent pursuant to this Section 14.9 shall be effective upon receipt of notice.

Section 14.10 Captions: Governing Law. The captions throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

TENANT:

LANDLORD:

**Alternative Care Resource
Trust
Group, LLC**

30 Mozzone Boulevard 2013 Realty

By: _____



By: _____



**Commonwealth Alternative Care,
Application 3 of 3**

Name: Connor McCaffrey

Name: Daniel G. DaRosa

Title: Manager

Title: Trustee

**Alternative Care Resource Group LLC
194 Halsted Drive
Hingham MA 02043**

July 1, 2016

Dorothy M. Whalen, President
Commonwealth Alternative Care Inc.
11 Beacon Street, Suite 720
Boston MA 02108

RE: 30 Mozzone Boulevard
Taunton MA 02780-3751
Licensed Marijuana Dispensary Location
40,000 sq ft.

ASSIGNMENT and SUBLEASE

Dear Ms. Whalen:

Please accept this letter as a statement of assignment and sublease ("Assignment") by Alternative Care Resource Group LLC ("ACRG" or "Assignor") in favor of Commonwealth Alternative Care Inc. ("CAC" or "Assignee") relative to the real property located at the above-referenced address. Please sign this letter in the space indicated below to indicate your acceptance of the terms and conditions stated herein.

1. **Recitals.**

Whereas, on or about August 31, 2015, ACRG and 30 Mozzone Boulevard 2013 Realty Trust ("Mozzone Boulevard Trust") entered into a Lease ("Lease") relative to premises located at 30 Mozzone Boulevard, Taunton MA 02780-3751 ("Premises");

Whereas, a copy of the Lease is attached hereto as Exhibit A;

Whereas, Section 6.2 of the Lease permits ACRG to assign and sublease the premises upon the written consent of the Landlord;

Whereas, ACRG seeks to assign and sublease, and CAC seeks to accept such assignment and sublease, as set forth in this Assignment;

Whereas, CAC and ACRG have executed a certain Management Agreement through which CAC has retained ACRG to provide certain services, including application support, real estate, site design, construction management and other services including, but not limited to, providing physical locations suitable for RMD dispensary use;

**Commonwealth Alternative Care,
Application 3 of 3**

Whereas, the parties understand and acknowledge that ACRG has incurred, and will continue to incur, substantial costs and risks associated with CAC's establishment and operation of one or more RMD dispensaries;

Whereas, CAC intends to operate a RMD dispensary at the premises using state-of-the-art equipment, fixtures and other characteristics, all of which will be designed, constructed and managed at the premises by ACRG and in compliance with 105 CMR 725.000 et seq.;

Whereas, through the Lease, ACRG has secured the premises, and has assured that the premises are suitable for establishing and operating the RMD contemplated by CAC;

Therefore, the parties hereby execute this Assignment in order to express the terms and conditions upon which CAC will sublease the premises from ACRG.

Upon full execution by the parties, this Lease shall constitute evidence of Assignee's interest in the premises. Furthermore, upon full execution by the parties, this Lease shall constitute a legally enforceable agreement between the ACRG and CAC to negotiate in good faith, and thereafter execute, a standard form sublease agreement reflecting terms and conditions not inconsistent with the regulations and guidances issued from time to time by the Massachusetts Department of Public Health ("DPH").

The parties intend that this Lease be submitted to the Massachusetts Department of Public Health in connection with the application of CAC to establish and operate an RMD dispensary pursuant to 105 CMR 725.000 et seq. The parties intend and anticipate that the Premises will be devoted to said use and purpose.

2. Operative Dates.

Commencement Date: Upon receipt by CAC of a Final Certificate from the Massachusetts Department of Public Health to operate an RMD dispensary at the premises.

Assignment Date: August 31, 2015

Rent Commencement Date: Twenty-one (21) days from the approval of a license to operate a Medical Marijuana Dispensary from the Department of Public Health of the Commonwealth of Massachusetts (the "Commencement Date")

**Commonwealth Alternative Care,
Application 3 of 3**

3. Parties.

Assignor: **Alternative Care Resource Group LLC**
194 Halsted Drive
Hingham MA 02043

Assignee: **Commonwealth Alternative Care Inc.**
11 Beacon Street, Suite 720
Boston MA 02108

4. Terms and Conditions.

Description: A portion of a freestanding building consisting of 40,000 square feet +/- 30 Mozzone Boulevard, Taunton MA 02780-3751

Initial Term: Five (5) years

Permitted Use: RMD Dispensary

Rent: Year 1 - \$ 10.00 per sq foot
Year 2 - \$ 11.00 per sq foot
Year 3 - \$ 12.00 per sq foot
Year 4 - \$ 13.00 per sq foot
Year 5 - \$ 14.00 per sq foot

Assignee's Operating Costs: Assignee shall pay all utility expenses, which shall include heat, electric, hot water, telephone, internet and like charges.

Security: As required by 105 CMR 725.110, Assignee shall be responsible for security at the premises.

Assignor's Obligation: Assignor shall support Assignee in connection with applications for municipal and state permitting and licensing.

Required Insurance: \$1,000,000.00 general liability per occurrence, annually
\$2,000,000.00 general liability in the aggregate, annually

As required by 105 CMR 725.105(Q)

Nature of the Commitment: This Assignment is binding between the parties, who agree to execute a standard form commercial sublease with terms and conditions not inconsistent with this Assignment.

Please indicate your agreement by signing below. I look forward to working with you as we draft and execute the sublease.

Sincerely,



Connor McCaffrey, Manager

ALTERNATIVE CARE RESOURCE GROUP LLC



Agreed to:

By: Connor McCaffrey, Manager
Date: 06 / 30 / 2016

COMMONWEALTH ALTERNATIVE CARE INC.



Acknowledged:

By: Dorothy M. Whalen, CEO/CFO
Date: 07 01 / 2016

30 MOZZONE BOULEVARD 2013 REALTY TRUST

DocuSigned by:



Consented:

By: Daniel DaRosa, Trustee
Date: 7/5/2016

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant must submit a letter of support or non-opposition from both municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

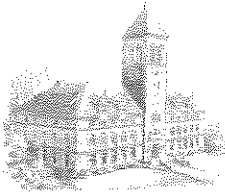
The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: DAK



City of Cambridge

Executive Department

LOUIS A. DePASQUALE
City Manager

LISA C. PETERSON
Deputy City Manager

March 10, 2017

Commonwealth Alternative Care
c/o Rebecca Rutenberg
Vice President, Public Affairs
The Novus Group
137 Lewis Wharf
Boston, MA 02110

Re: Letter of Non-Opposition for Registered Marijuana Dispensary in Cambridge

Dear Ms. Rutenberg:

The City of Cambridge hereby provides this letter of non-opposition to Commonwealth Alternative Care ("CAC") to operate a Registered Marijuana Dispensary in Cambridge, Massachusetts at 1385 Cambridge Street. I have been authorized to provide letters of non-opposition at my discretion on behalf of the City by a vote taken by the Cambridge City Council at a duly noticed meeting held on June 22, 2015. The City has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use if a special permit from the Planning Board is granted.

Very truly yours,

Louis A. DePasquale
City Manager



City of Cambridge

Richard C. Rossi • City Manager



Commonwealth Alternative Care, Application 3 of 3

Executive Department

Lisa C. Peterson • Deputy City Manager

June 30, 2015

Ms. Kay Doyle
Executive Office of Health and Human Services
Department of Public Health
Medical Use of Marijuana Program
99 Chauncy Street, 11th Floor
Boston, MA 02111

Dear Ms. Doyle:

The Cambridge City Council, does hereby provide support/non-opposition to Commonwealth Alternative Care to operate a Registered Marijuana Dispensary in the City of Cambridge. I have been authorized to provide this letter on behalf of the Cambridge City Council by a vote taken at a duly noticed meeting held on June 22, 2015.

The Cambridge City Council has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Very truly yours,

A handwritten signature in black ink that reads "Richard C. Rossi".

Richard C. Rossi
City Manager

RCR/mec

Attachment

*City of Taunton
Office of the Mayor*

*Thomas C. Hoyer, Jr.
Mayor*

*Alyssa Gracia
Chief of Staff*

*Gill E. Enos
Budget Director*



*141 Oak Street
Temporary City Hall
Taunton, MA 02780
Tel. (508) 821-1000
Fax (508) 821-1005*

September 9, 2015

I, Thomas Hoyer, do hereby provide non-opposition to Commonwealth Alternative Care, Inc. to operate a Registered Marijuana Dispensary ("RMD") in Taunton, Massachusetts.

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Thomas C. Hoyer Jr Mayor
Name and Title of Individual


[Signature]
Signature

9/9/15
Date

SECTION D: LOCAL COMPLIANCE

Describe how the Corporation has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

CAC proposes a dispensary facility at 1385 Cambridge Street, Cambridge, and a cultivation/processing facility at 30 Mozzone Blvd, Taunton. The proposed uses are beyond any residential, school, park or other set backs required by local bylaw or 105 CMR 725.110(A)(14). In Taunton, the proposed use is consistent with local zoning bylaws, Code Secs. 5.2 (Table of Use Regulations) and 10.4 (SP2 use). CAC has received its SP2 special permit in accordance with Sec 10.4 in Taunton. In Cambridge, the proposed property is located within the Business A zone, a zoning classification that allows for the proposed use subject to special permit approval (Section 11.802.8; Medical Marijuana-Location). The property meets all buffer criteria outlined in the zoning bylaw. CAC will diligently pursue a special permit in accordance with Section 11.803, 11.804, and 10.43. Ms. Whalen will assure that CAC maintains such compliance and will retain legal counsel and an engineering firm to further assure local compliance.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

Provide the three-year business plan for the RMD, including revenues and expenses.

Projected Start Date for the First Full Fiscal Year: 01/01/2017

	FIRST FULL FISCAL YEAR PROJECTIONS 20 17	SECOND FULL FISCAL YEAR PROJECTIONS 20 18	THIRD FULL FISCAL YEAR PROJECTIONS 20 20
Projected Revenue	\$ 2,948,000.00	\$ 3,009,600.00	\$ 13,828,000.00
Projected Expenses	\$ 1,025,653.00	\$ 1,025,653.00	\$ 1,025,653.00
VARIANCE:	\$ 3,669,935.00	\$ 3,787,535.00	\$ 5,349,935.00
Number of unique patients for the year	1,501	1,702	3,248
Number of patient visits for the year	12	12	12
Projected % of patient growth rate annually	—	88%	52%
Estimated purchased ounces per visit	1 oz.	1 oz.	1 oz.
Estimated cost per ounce	\$ 312	\$ 281	\$ 187
Total FTEs in staffing	10	16	23
Total marijuana for medical use inventory for the year (in lbs.)	1,680 lbs	1,680 lbs	1,680 lbs
Total marijuana for medical use sold for the year (in lbs)	1,126 lbs	1,277 lbs	2,436 lbs
Total marijuana for medical use left for roll over (in lbs.)	554 lbs	403 lbs	-756 lbs

Projected date the RMD plans to open: 01/01/2017

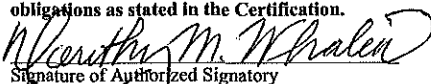
Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: Dm

**SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA AND NON-DISCRIMINATION BASED ON DISABILITY**

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, understand the obligations of the Applicant under the Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability, and agree and attest that the Applicant will comply with those obligations as stated in the Certification.


Signature of Authorized Signatory


3/27/17
Date Signed

Dorothy M. Whalen

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: 

ATTESTATIONS

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

Dorothy M. Whalen
Signature of Authorized Signatory

3/27/17
Date Signed

Dorothy M. Whalen

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.

Dorothy M. Whalen
Signature of Authorized Signatory

3/27/17
Date Signed

Dorothy M. Whalen

Print Name of Authorized Signatory

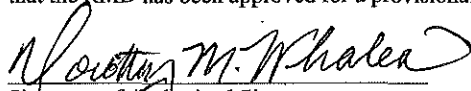
Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: DWW

**Commonwealth Alternative Care,
Application 3 of 3**

I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.



Signature of Authorized Signatory

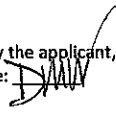
3/27/17
Date Signed

Dorothy M. Whalen

Print Name of Authorized Signatory

Chief Executive Officer & Chief Financial Officer

Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant,
is accurate and complete, as indicated by the initials of the authorized signatory here: 

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Commonwealth

Alternative Care

Commonwealth Alternative Care, Inc. Employee Manual - 2017

An “employee” of Commonwealth Alternative Care (CAC) is a person who regularly works for CAC on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the company who are subject to the control and direction of CAC in the performance of their duties. Independent contractors may be subject to the terms and policies of this manual, but are not be eligible for any rights or benefits granted to employees of CAC.

Issued to: _____

Issued by: _____

Date: _____

☐ Check if the “Employee Acknowledgment Form” (EXHIBIT A) is signed by the employee.

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Employee Manual

Employee Manual Summary

The Employee Manual details specific personnel policies and standards of conduct for employees of CAC (CAC). This manual applies to all employees, which are defined as persons who regularly work for CAC on a contract, wage, or salary basis. The policies contained herein must be followed as a condition of continued employment. Detailed information about employment applications and criminal background checks is included. Employment policies include required Department registration and execution of the [Confidentiality Agreement](#), along with benefits and working conditions consistent with the Fair Labor Standards Act.

Additional standard practice policies include those for non-discrimination, harassment, safety, hygiene, security, orientation, and training. Procedures for sequences of corrective actions and termination are detailed. The employee manual does not serve as a contract of employment between CAC and any one or all of its employees and may be changed at any time.

This manual was written based on the code 1290 – RULES FOR ADMINISTRATION OF THE COMPASSIONATE USE OF MEDICAL CANNABIS PILOT PROGRAM.

The “Department or department” definition in this manual refers to all or some of the following state departments:

MASSACHUSETTS DEPARTMENT OF HEALTH - OFFICE OF COMPASSIONATE USE

Introduction

This employee manual is designed to acquaint you with CAC and provide you with information about working conditions, benefits, and policies affecting your employment. The information contained in this manual applies to all employees of CAC. Following the policies described in this manual is considered a condition of continued employment. However, nothing in this manual alters an employee’s status. The contents of this manual must not constitute nor be construed as a promise of employment or as a contract between the company and any of its employees. The manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this manual. Given the highly unusual nature of your employment including the legal and political environment surrounding the operation, it is imperative you understand your roles and responsibilities as an agent of CAC. Our objective is to provide you with a work environment that is constructive to both personal and professional growth and the legitimacy of medical marijuana as a viable alternative medicine.

NOTHING CONTAINED IN THIS EMPLOYEE MANUAL IS INTENDED TO CREATE, NOR SHALL BE CONSTRUED AS CREATING A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED, OR GUARANTEE EMPLOYMENT FOR ANY TERM OR FOR ANY SPECIFIC PROCEDURES. THERE IS NO CONTRACT OF EMPLOYMENT BETWEEN CAC AND ANY ONE OR ALL OF ITS EMPLOYEES. EMPLOYMENT SECURITY CANNOT BE GUARANTEED FOR OR BY ANY EMPLOYEE.

Management Philosophy

CAC pledges to its employees that as long as the affairs of this company are in our hands, the following principles will govern our actions with employees. CAC employees and their welfare are very important to the success of our company. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the company will benefit. Every employee is considered a member of our company team. Our success as a company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect. The management of CAC will work continually for the benefit of our present and prospective clients as well as our employees to improve the competitive position of our company. This will enable us to provide excellent jobs for our team members. General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions. We will devote our best effort to conducting an expanding business within which will prevail an atmosphere of harmony with opportunity for all employees of CAC.

Changes in Policy

This manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this manual. However, since our business and our organization as well as laws and rules applicable to our operation are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the company, and after those dates all superseded policies will be null. No individual Manager or department manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct Manager.

Employment Applications and Registration

Accuracy is required.

We rely upon the accuracy of information contained in the Employment Application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Physical Examination

For certain positions or under certain circumstances and after an offer of employment, a physical examination may be required. When a physical examination is requested, the physical examination will be conducted by a company-appointed physician at the company's expense. Employment and assignment will be conditional pending the receipt of a satisfactory physician's report.

Motor Vehicle Record (MVR) Inquiry

Prospective employees expected to drive company vehicles must provide the company with current and acceptable motor vehicle driving information. Employment and assignment will be conditional pending the receipt of a satisfactory report from the Department of Motor Vehicles.

Criminal Background Check

A complete set of fingerprints and written permission of the employee authorizing the Department to forward the fingerprints to Bureau of Identification and/or Massachusetts State Police for submission to the Federal Bureau of Investigation for a background report must be submitted.

Employment Relationship

All employees are required to have and maintain a valid State issued Marijuana Occupational License/Badge. If the employee is unable to maintain their license, for any reason, CAC is free to terminate the employment relationship immediately. You enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, CAC is free to conclude its relationship with any employee at any time for any reason or no reason. Following the probationary period, employees are required to follow the Employment Termination Policy section to terminate their relationship with the company.

Employment of Relatives

The company discourages the employment of close relatives because it is not considered sound business practice. However, under certain conditions, management may waive this policy in favor of employing close relatives within the organization. Close relatives are defined as: spouse, mother, father, son, daughter, brother, sister, grandparent and in-laws.

Definitions of Employment

"Employees" defined.

An "employee" of CAC is a person who regularly works for CAC on a wage or salary basis. "Employees" may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the company who are subject to the control and direction of CAC in the performance of their duties. Independent contractors may be subject to the terms and policies of this manual, but must not be eligible for any rights or benefits granted to employees of CAC.

"Promptly" defined.

Will mean as soon as reasonably practicable, but not later than five days.

Exempt.

Employees whose positions meet specific criteria established by the [Fair Labor Standards Act \(FLSA\)](#) and who are exempt from overtime pay requirements.

Non-exempt.

Employees whose positions do not meet [FLSA](#) criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

Regular full-time.

Employees who have completed the probationary period and who are regularly scheduled to work 32 or more hours per week. Generally, they are eligible for the company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular part-time.

Employees who have completed the probationary period and who are regularly scheduled to work less than 32 hours per week. As a general matter, work schedules are a matter of agreement between an employer and employee.

Temporary (full-time or part-time).

Those whose performance is being evaluated to determine whether further employment in a specific position or with the company is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the company's benefit programs.

Employment Policies

Non-discrimination.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CAC will be based on merit, qualifications, and abilities. CAC does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age or disability.

CAC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

Non-disclosure/confidentiality.

The protection of confidential business information, patient information, and trade secrets is vital to the interests and success of CAC. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Financial information
- Marketing strategies
- Pending projects and proposals
- Proprietary production processes
- Personnel/payroll records, and
- Patient information.

All employees are required to execute a [Confidentiality Agreement](#) as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Employees are not to disclose information to any media outlet as a representative of CAC. All media inquiries are to be directed to an employee's immediate Manager or CAC's designated media contact via detailed message from recipient.

New Employee Orientation and Training

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by a management representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, key coded cards, and procedures needed to navigate within the workplace. The new employee's Manager then introduces the new hire to staff throughout the company, reviews the job description, explains the company's evaluation procedures, and helps the new employee get started on specific functions.

CAC will ensure that all employees complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each individual. At a minimum, staff must receive 8 hours of on-going training annually. Training must cover at a minimum:

- The proper use of security measures and controls for the prevention of diversion, theft or loss of marijuana;
- Procedures and instructions for responding to an emergency;
- State and federal statutes and regulations regarding confidentiality of information related to the use of marijuana

- The different strains of marijuana
- The different methods of using marijuana, edible marijuana products and marijuana infused products
- Learning to recognize signs of abuse or instability in the use of marijuana;

Probationary Period for New Employees

The probationary period for regular full-time and regular part-time employees lasts up to 180 days from date of hire. During this time, employees have the opportunity to evaluate our company as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the company have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 180-day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain company standards for job performance and behavior as outline in our Standards of Conduct section.

Work Hours

CAC work hours vary depending on location of work. Your Manager will inform you of the hours at your scheduled location. The standard workweek is 40 hours of work. Overtime is applicable in some situations. In the computation of various employee benefits, the employee workweek is considered to begin on Monday (starting at 12:01 a.m.) through Sunday (ending at 12:00 a.m.), unless a Manager makes prior other arrangement with the employee.

Meal Periods

Employees are allowed an unpaid, half hour meal break after five consecutive hours of work. Lunch breaks generally are taken on a staggered schedule so that your absence does not create a problem for co-workers or customers. Your Manager will aid in staggering schedules to ensure proper coverage for the work location. Employees may leave the premise for meal periods but must lock all state badges, keys and key coded cards in the biometric safe before leaving the premise. Employees who do not adhere to the meal policy will be subject to disciplinary action, including termination.

Break Periods

Employees are allowed a paid 10-minute break after each four hours of consecutive work. Please notify your Manager when your break time is due to ensure proper coverage for your position. If employees have unexpected personal business to take care of, they must notify their direct Manager to discuss time away from work and make provisions as necessary.

Personal business should be conducted on the employee's own time. Employees may leave the premise for break periods but must lock all state badges, keys and key coded cards in the bio-metric safe before

leaving the premise Employees who do not adhere to the break policy will be subject to disciplinary action, including termination.

Personnel Files

Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring. Personnel files are the property of CAC, and access to the information is restricted. Management personnel of CAC who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact their Manager. With reasonable advance notice, the employee may review his/her personnel file in company's office and in the presence of their Manager or other management personnel.

Employee Information Changes

It is the responsibility of each employee to promptly notify their Manager of any changes in personnel data required by the Department, such as:

- Full name, Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

Employee shall promptly report an arrest, any arrest disposition and any subsequent conviction to CAC Manager who will in turn promptly notify the Massachusetts Department of Health.

Inclement Weather/Emergency Closures

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the facility will be made by the location Manager in coordination with the facility. When the decision is made to close the facility, employees will receive notification from their Managers. Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees as defined in Section 2, Definition of Employee Status.

Employee Performance Review and Planning Sessions

Managers will conduct Performance Reviews and planning sessions with all regular full-time and regular part-time employees after six months of service. Managers may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the Manager and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches

for meeting work-related goals. Together, employee and Manager should discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his or her Manager to make and agree on new goals, skills, and areas for improvement.

CAC directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

New employees will be reviewed at the end of their probationary period. After the initial review, the employee will be reviewed according to the regular semi-annual schedule. CAC reserves the right to background check employees at any time during their employment.

Outside Employment

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with CAC. Unless a Manager has approved an alternative work schedule, employees will be subject to the company's scheduling demands, regardless of any existing outside work assignments.

CAC facility space, equipment, and materials are not to be used for outside employment or personal use without approval from the employee's Manager.

Corrective Action

CAC holds each of its employees to certain rules and Standards of Conduct. When an employee deviates from these rules and standards, CAC expects the employee's Manager to take corrective action. Corrective action at CAC is typically progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a Written Reprimand, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a Manager will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. Though committed to a progressive approach to corrective action, CAC considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to:

- Theft or other criminal activity in any form
- Any action that is not in compliance with the Department rules for marijuana
- Frequent absenteeism or absenteeism without proper notice
- Insubordinate behavior
- Vandalism or destruction of company property
- Being on company property during non-business hours
- The use of company equipment and/or company vehicles without Manager approval
- Untruthfulness about criminal or personal work history, skills, or training

- Divulging company security practices or business practices
- Misrepresentations of CAC to a customer, a prospective customer, the general public, or an employee
- Failure to follow CAC policies or procedures. Failure to report any of the following to the relevant department manager
- Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the business or an employee
- Any suspicious act involving the sale, production, distribution, processing, or production of marijuana by any person
- Unauthorized destruction of marijuana
- Any loss or unauthorized alteration of records related to marijuana
- An alarm activation or other event that requires response by public safety personnel
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

Resignation – voluntary employment termination initiated by an employee. Dismissal – involuntary employment termination initiated by CAC.

Layoff – involuntary employment termination initiated by CAC for non-disciplinary reasons.

When a non-exempt employee intends to terminate his/her employment with CAC, he/she must resign with CAC and provide at least two weeks written notice. Exempt employees must give at least four weeks written notice. CAC reserves the right to terminate employment immediately upon notice of resignation by any employee. CAC reserves the right to escort employees out of the dispensary building upon termination. Since employment with CAC is based on mutual consent, both the employee and CAC has the right to terminate employment at will, with or without cause during the probationary period for new employees.

Any employee who terminates employment with CAC must return all files, records, keys, key coded card and any other materials that are property of CAC. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to CAC will also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense (see Benefits and Services section) if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

Safety

The safety and health of our employees is our foremost business consideration. No employee will be required to do a job that he or she considers unsafe. The company will comply with all applicable workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

The company may create and maintain a safety committee, which consists of management and our employees. Our responsibility will be identifying hazards and unsafe work practices, removing obstacles to accident prevention, and helping evaluate the company's effort to achieve an accident and injury-free workplace. The company pledges to do the following:

Strive to achieve the goal of zero accidents and injuries.

- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OR-OSHA safety and health requirements.

Train all employees in safe work practices and procedures.

Provide employees with necessary personal protective equipment and train them to use and care for it properly. Enforce company safety and health rules and require employees to follow the rules as a condition of employment.

Investigate accidents to determine the cause and prevent similar accidents.

The company recognizes that the owners, Managers, and all other employees share responsibility for a safe and healthful workplace. Management is accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management will maintain an informed level of current workplace safety and health hazards, and regularly review the company's safety and health programs.

All employees have responsibility for their own safety as well as for the safety of their fellow workers. They are expected to participate in the safety and health programs which includes immediately reporting accidents, hazards, and unsafe work practices to a Manager or safety committee representative, wearing required personal protective equipment, and participating in and supporting safety committee activities.

CAC provides information to employees about workplace safety and health issues through regular internal communication such as:

- Policies and procedures
- Training sessions
- Team meetings
- Bulletin board postings
- Memorandums
- Other written communications

Each employee is responsible for reading the above communications, asking for clarification and is expected to obey safety rules and exercise caution and common sense in all work activities. In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their Manager and complete an [Employee Accident Report Form](#) (see Employee Requiring Medical Attention section).

Health-Related Issues

Employees who become aware of any health-related issue, including pregnancy, should notify their Manager of health status. This policy has been instituted strictly to protect the employee. A written "permission to work" from the employee's doctor is required at the time or shortly after notice has been given (except in the case of pregnancy). The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description. A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their Manager.

Employee Requiring Medical Attention

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician or the workers' compensation recommended physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member or emergency contact will be called to transport the employee to the appropriate facility. If an emergency arises requiring Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges. Furthermore, CAC's employees will not be responsible for transportation of another employee due to liabilities that may occur. A physician's "return to work" notice may be required.

Building Security

All employees who are issued keys or security coded key cards to the facility are responsible for their safekeeping. These employees will sign a [Building Key Disbursement and Security Code Acknowledgement Form](#). **All employees will be required to leave security-coded keycards in the bio metric safe upon leaving the building for any reason. Including meals and breaks and closing.** Any employee who leaves any keys in a lock or keys or security codes in a location accessible to unauthorized person may be reprimanded or terminated.

The last employee, or a designated employee, who leaves the facility at the end of the business day assumes the responsibility to ensure that all employee security coded key cards and state ID badges are locked in the biometric safe, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on company property after hours without prior authorization from their Manager.

Each CAC location will have an adequate security system to prevent and detect diversion, theft, or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment, including but not limited to panic buttons, alarm system with silent alarm capabilities, and 24- h o u r video monitoring. You will be

oriented to the location and use of this equipment for your protection and will be responsible to follow policy requiring closing staff to leave the work facility with co-worker.

Insurance On Personal Effects

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the facility. CAC assumes no risk for any loss or damage to personal property.

Supplies, Expenditures, Obligor The Company

Only authorized persons may purchase supplies in the name of CAC. No employee whose regular duties do not include purchasing must incur any expense on behalf of CAC or bind CAC by any promise or representation without written approval.

Expense Reimbursement

Expenses incurred by an employee must have prior approval by a Manager. Reimbursement will be made after providing receipts to your Manager and paid through petty cash on hand or through paycheck payroll reimbursement. Receipts are to be turned in daily unless travelling. Mileage is to be turned in bi-weekly.

Parking

Employees must park their cars in areas designated by the company.

Visitors in The Workplace

To provide for the safety and security of employees, patients, and the facilities of CAC, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Employee visits are allowed for short, purposeful visits, which conform to Department and local restrictions for marijuana facilities. Ask your Manager if you have questions.

Visitors are never allowed into limited access areas unless it is necessary for service or repair allowed by rule and they are issued a visitor badge that remains visible throughout the entire visit, have been properly signed in and out of the [Visitor Log](#), and are escorted by a CAC employee at all times.

Compliance with Immigration Laws

CAC employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the [Immigration Reform and Control Act of 1986](#).

Each new employee, as a condition of employment, must complete the [Employment Eligibility Verification](#).

[Form I-9](#) and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Applicant within the past three years or if their previous I-9 is no longer retained or valid.

Solicitation

No person (including customers, visitors, and staff), organization or agency may solicit, conduct business or raise funds on company property unless approved by management. Solicitation must be defined as any effort to sell goods or services or to raise money on behalf of any company, club, society, religious organization, political party, or similar organization and/or the distribution of any materials such as leaflets or flyers for those organizations unless approved by management.

Standards of Conduct

Introduction

The standards of conduct for CAC are important, and the company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the company's business. Please note that any employee who deviates from these rules and standards will be subject to Corrective Action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Falsification of sales records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company-owned or patient-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, or other company-owned equipment

- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage)
- Unauthorized disclosure of business practices or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Allowing weapons on-site. Except where permitted by company security staff or third party security-company.

It is your responsibility to act within these guidelines both on and off the job. You must report any law enforcement encounter, other than minor traffic violations, immediately to your Manager as this information must be reported to the Department promptly of occurrence. Not reporting this vital information can lead to immediate termination.

Attendance and punctuality.

The company expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees, our customers and on the company. If you are unable to report for work for any reason, notify your Manager before regular starting time. You are responsible for speaking directly with your Manager about your absence. In the case of leaving a voice-mail message, a follow-up call must be made within two hours. Email and text are not appropriate methods of communicating an absence.

Should undue tardiness become apparent, disciplinary action may be required. If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify your Manager at least seven working days in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the company. Such requests may or may not be granted.

Absence without notice.

When you are unable to work owing to illness or an accident, please notify your Manager. This will allow the company to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your Manager of the situation.

Harassment, Including Sexual Harassment

CAC is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately to your Manager. If your Manager is the source of harassment, please raise your concerns

directly to executive management or the board of directors. Employees can raise concerns and make reports without fear of reprisal.

Any employee who becomes aware of possible harassment should promptly advise executive management or the board of directors who will handle the matter in a timely and confidential manner.

Communications and Computer Use

CAC's computer infrastructure and telephones are intended for the use of serving our customers and in conducting the company's business. Personal use during business hours is discouraged except for extreme emergencies. All personal telephone calls and emails should be kept brief to avoid congestion of the telephone line. Social media use is restricted to job related activities only. To respect the rights of all employees and avoid miscommunication in the facility, employees must inform family members and friends to limit personal correspondence during working hours. If an employee is found to be deviating from this policy, he or she will be subject to disciplinary action.

Public Image and Dress Code

A professional appearance is important anytime that you come in contact with customers or potential patients. Employees should be well groomed and dressed appropriately for our business and for their position in particular. CAC may implement designated shirts or uniforms to wear at its discretion.

Staff.

The following items are considered inappropriate working attire for CAC production facilities:

- Open-toe shoes
- Shoes with holes
- Ripped clothing
- Clothing, shoes, and/or undergarments that have been worn in another production facility
- Unsecured hair
- Excessive facial hair
- Excessive piercings

Consult your Manager if you have any questions about appropriate work attire.

Substance Abuse

The company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the company while they are on company premises or elsewhere on company business.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited. Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited. Possessing any illegal drugs, alcohol, or substances of abuse including narcotic prescriptions is prohibited on company property. Any prescription narcotic or opiate medicating must be done off company premises and narcotic and opiate prescriptions may not be on company premises. Working while under the influence of prescription drugs that impair performance is prohibited.

Taking trade or tips from customers in the form of illegal drugs, alcohol, or prescription medication is strictly prohibited. No discussion of illicit drugs is allowed on company premises between employees and/or customers.

The above rules are strictly enforced for insurance, legal and security purposes. Any violation of these rules will result in immediate termination.

Consistent with the rules listed above, any of the following actions constitutes a violation of the company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination:

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment. Working or reporting to work, conducting company business or being on company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Tobacco Products

The use of tobacco products is not permitted anywhere on the company's premises except in authorized and designated locations outside the facility. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy.

Internet/Email Use

CAC employees are allowed use of the Internet and e-mail when necessary to serve our customers and conduct the company's business. Employees may use the Internet and email when appropriate to access information needed to conduct business of the company. Employees may use e-mail when appropriate for company business correspondence. Use of the Internet and email must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet and email in a manner that is ethical and lawful. Employees may not write, send or receive data through the internet or email that contains content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating or disruptive to any employee or other person. Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments or other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation or any other characteristic protected by law.

Internet messages are public and not private. CAC reserves the right to access and monitor all files and messages on its systems. Likewise, law enforcement may confiscate all computer property from our locations. Therefore, it is of utmost importance to ensure that Internet communications done are

appropriate to your job scope and will not reflect negatively on the company should legal matters arise.

Use of Company Resources

Use of company time, equipment, or any other resources for any non-work related reason is strictly prohibited unless authorized by a Manager (i.e. staff volunteer programs, copies for schools, etc.) and may result in termination.

Gratuities

CAC employees are forbidden from accepting or soliciting tips, gratuities, or anything of value from a patient, caregiver or family member of either. If caregiver or patient wants to tip the employee must decline and tell them because of company policy. The employee can offer and suggest the patient to make a contribution to a non-profit of their choice.

Wage and Salary Policies

Wage or salary increases.

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined by the ability of the company to financially support them, on the basis of performance, adherence to company policies and procedures, and the ability to meet or exceed duties per job description and achieve performance goals.

Although the company's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, CAC does not grant "cost of living" increases. Performance and location success is the key to wage increases in the company.

Timekeeping/record-keeping.

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. CAC does not pay for extended breaks or time spent on personal matters.

Your timesheet and time clock entries are a legal instrument. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his or her Manager. Questions regarding the timekeeping system or time cards should be directed to your Manager.

Overtime.

CAC business hours vary by location. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked. All overtime work performed by an hourly employee must receive a Manager's prior authorization. Overtime worked without prior authorization from your Manager may result in disciplinary action. Your Manager's signature on a timesheet or time clock entry authorizes pay for overtime hours worked.

Most employees must be paid one and one-half times their regular hourly rate for all hours worked in excess of 40 hours in a given work week. However, state law does not require overtime after eight hours in a day. Some employees are exempt from overtime, such as executives, professionals, and some seasonal workers.

If an employee is a non-exempt employee, meaning an employee who is due overtime, the employer may not award compensatory time in place of paying overtime compensation. For more information about Federal Overtime Pay Laws, visit the [U.S. Department of Labor](https://www.dol.gov) website.

Paydays.

All employees are paid bi weekly. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the next day of operation. If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation. Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request. The company reserves the right to pay employees with cash.

Benefits and Services

Group insurance.

CAC regular full-time employees and their immediate family members shall be entitled to participate (as determined by the carrier of the policies) in any medical, dental or healthcare group insurance programs and other benefit plans that have been or may be established by CAC (under the terms and conditions as those plans are offered to other regular, full-time employees)

This manual does not contain the complete terms and/or conditions of any of the company's current insurance benefit plans. It is intended only to provide general explanations. If there is ever any conflict between the manual and any documents issued by one of the company's insurance carriers, the carrier's guideline regulations will be regarded as authoritative.

Social Security/Medicare.

CAC withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

Vacation.

CAC encourages all employees to take time for themselves to rejuvenate and rest. Regular breaks from

daily work make everyone more productive. CAC offers employees unpaid vacation time with at least two weeks' prior approval and written notice to your Manager. Full time employees will be entitled to one week paid vacation once the 180 probations period has expired. Full time employees will be entitled to two weeks paid vacation once they have exceeded an additional 365 days of employment after the probation period. As our business grows we look forward to offering a paid vacation package for all employees.

Jury duty/Military leave.

Employees will be granted time off to serve on a jury or military leave without pay unless required by law. However, all regular employees both full-time and part-time will be kept on the active payroll until their civic duties have been completed. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

Training and professional development.

CAC recognizes the value of professional development and personal growth for employees. As our business grows we look forward to offering employees opportunities to attend classes and seminars that will further their job skills and performance. Meanwhile, if you find opportunities for growth please discuss them with your Manager to see how we can help accommodate your request.

Internal job transfers.

It is the policy of CAC to provide opportunities for employees to apply for job openings within the company when opportunities arise. Promotions and transfers will be considered by evaluating each individual's job-related skills, knowledge, and experience; ability, efficiency, initiative, and attitude; and attendance record.

In an effort to ensure that the best interest of the company and the individual are being served, CAC may transfer employees to different positions when deemed necessary to maintain efficient operations or production.

Employee Communications

Staff meetings.

Your Manager will coordinate monthly to quarterly staff meetings. These informative meetings are mandatory and allow employees to be informed on recent company activities, changes in the workplace and employee recognition.

Bulletin boards.

Bulletin boards placed in designated areas at each location provide employees access to important posted information and announcements. The employee is responsible for reading necessary information posted on the bulletin boards.

Email communication.

CAC relies on email communication to disseminate information about policies and procedures to employees.

Suggestion box.

CAC encourages employees who have suggestions that they do not want to offer verbally or in person to write them down and leave them in the suggestion box or mail to our administrative office. If this is done anonymously, every care will be taken to preserve the employee's privacy. The location Manager checks the box on a regular basis.

Procedures for handling complaints.

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with their immediate Manager. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and Manager do not solve the problem or the issue is regarding the employee's immediate Manager CAC encourages employees to notify executive management and then the board of directors as necessary for resolution. All Complaints should be recorded in detail and maintained for at least five (5) years.

Facilities and General Operations Plan

Facilities and General Operations Plan Summary.

The Facilities and General Operations Plan describes measures for the successful implementation and maintenance of detailed written operating procedures legally required for CAC facilities. CAC will maintain written and digital operating policies and procedures for each of its facilities, including those contained herein. All employees will be held accountable for the responsible operation of facilities.

Logs, Checklist, And Forms

CAC uses a digital checklist and logging system for following procedures identifies in the throughout this manual. Digital Checklist and Logs include:

- [Opening Shift Checklist](#)
- [Closing Shift Checklist](#)
- [Daily Walk Through Checklist](#)

All General Managers, Department Managers and employees will be thoroughly trained using the above digital checklist and logs. Electronic auditing and monitoring will be reviewed on a daily basis to ensure all employees are completing all daily, weekly or monthly checklist and logging.

Facilities and Operations - General

Operating procedures required.

CAC must maintain and follow all digital and written operating procedures (contained herein) for each facility.

Responsible operations required.

Every employee of CAC is accountable for the responsible operation of all facilities. The relevant department manager shall ensure that any person contributing to the any of the following is properly disciplined, terminated, or brought to the board of managers for a decision.

Incompetent or negligent operation.

Failure to maintain the facility in a clean, orderly, and sanitary fashion; or

Permitting a person to use a registry identification card belonging to a different person.

A violation of any of this provision could result in termination and or legal action as it pertains to the DFPR code and state law enforcement.

Daily walk-through required.

The relevant department manager must perform or oversee a daily walk-through to ensure compliance with all policies in accordance with CAC's Compliance and Audit Plan. The relevant department manager is responsible for the daily completion of the Daily Walk-Through Checklist.

Maintenance of logs.

All records and log entries (maintenance, disposal, etc.) described and required herein must be maintained in a central cloud database and reviewed by the relevant department manager.

Hours of Operation and Manager On-Site

Service hours.

The Cultivation Facility is open during the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday and 10:00 a.m. and 6:00 p.m. Sunday.

Manager required on site.

The Manager of each department must maintain and enforce a schedule to ensure that at least one Manager is on site at all times.

Marijuana Consumption Prohibited

No violations allowed.

CAC must not tolerate any marijuana or marijuana paraphernalia that shows evidence of the marijuana having been consumed or partially consumed on the registered premises. Any person in violation of this policy must be disassociated with the company.

Manager Inspection

The relevant department manager must oversee walk-throughs daily, perform scheduled, and cause to be

performed random audits by a third-party to inspect for evidence of on premises consumption in accordance with CAC's Compliance and Audit Plan.

Restricted & Limited Access Areas

Adherence to law and regulation.

CAC must comply with all local and state laws and regulations in regards to restricted and limited access areas.

Establishment of restricted access areas.

The relevant Manager is responsible for the establishment of maintenance of restricted and limited access areas in each facility. Such areas must limit access to specifically authorized personnel, which includes only the minimum number of employees essential for efficient operations.

Marijuana limited to restricted access areas.

Inside CAC facilities, all marijuana shall be kept in a limited access area inaccessible to any persons other than management. Inside the facility, all marijuana shall be stored in a locked, access-controlled space in a restricted access area during non-business hours. The relevant department manager is responsible for proper storage and access of all marijuana.

Identification badge must be displayed.

An employee shall visibly display their Marijuana Occupational License/Badge issued by the Department at all times while at the facility.

Facility and Personnel Hygiene

Prohibited from handling marijuana.

Department managers must not allow personnel to work in any product handling operation if they are sick or if they have open wounds, sores, or skin infections.

Prevention of foodborne cases of viral gastroenteritis.

Food handling facility employees who test positive for Norwalk virus, Norwalk-like virus, norovirus, or any other calicivirus may not handle food or marijuana for either 72 hours past the resolution of symptoms or 72 hours past the date the positive specimen was provided, whichever occurs last. In outbreak circumstances consistent with Norwalk virus, Norwalk-like virus or other calicivirus infection, affecting customers or, all employees may be required to provide stool specimens for testing.

Reporting to local health department.

The manager or Manager of any CAC facility who knows or has reason to believe that an employee has contracted any disease transmissible through marijuana or food or has become a carrier of such disease,

must report to the local board of health in the community in which the facility is located. If the local board of health is unavailable, contact the Department directly.

General sanitary practices for marijuana and non-edible products.

Any employee working in direct contact with preparation of marijuana must clean his or her hands and exposed portion of arms in a hand-washing sink:

- During preparation, as often as necessary to remove soil and contamination and to prevent cross-contamination when changing tasks;
- After handling soiled equipment or utensils;
- After touching bare human body parts other than his or her clean hands and exposed portions of arms, and after using the toilet facilities.
- Wears clean clothing appropriate for their duties
- Wears protective apparel, such as head, face, hand and arm coverings, are worn as necessary to protect marijuana from contamination; and
- Practices good sanitation and health habits

Hand washing signage.

Instructive hand washing signs must be maintained in appropriate areas such as bathrooms, kitchens, and lunch areas, and in multiple languages as needed.

Hygiene training required.

Employees are required to be trained in proper personal hygiene, with specific attention to preventing microbial contamination of handled marijuana.

General Manager and Department Managers responsible for hygiene requirements.

The department managers must ensure hygiene policies are enforced including, but not limited to, personnel health and cleanliness, hand washing areas, and hand washing requirements. If a department manager determines that an employee has a health condition that may adversely affect the safety or quality of the marijuana, the employee is prohibited from having direct contact with any marijuana or equipment or materials until the department manager determines that the health condition will not adversely affect the marijuana.

Sanitation and Facility Maintenance

Sufficient facilities required.

- Floors, walls, and ceilings must be constructed in such a manner that they are made of smooth, hard surfaces and may be adequately kept clean and maintained.
- There must be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.

- Buildings, fixtures, equipment, utensils and other physical facilities must be maintained in a sanitary condition. The facility's water supply must be potable water under continuous positive pressure in a plumbing system free of defects that may contribute to the contamination of marijuana. Potable water must meet the standards prescribed in the Primary Drinking Water Regulations. Drains must be of adequate size and where connected directly to a sewer, are provided with an air break or other mechanical device to prevent back-siphonage.
- Employees must sanitize and clean their workspaces at the end of each shift.
- The department manager of each department shall schedule full facility cleaning and sanitizing when appropriate.

Sanitizing schedules.

Adequate cleaning and sanitizing must be done to prevent contamination. Cleaning should be done daily by every employee at the end of his or her shift. Employees must remove unwanted material from surfaces and production equipment. Appropriate cleaning chemical may be applied manually to equipment that remains assembled or that is partially or fully disassembled. Sanitizing must be done to reduce microorganisms immediately after finished in a production area. Alkaline cleaners should be used to remove soils. Cleaning chemicals should be determined by surface type. The outside of every facility should be swept daily and kept clean. Windows should be cleaned using Windex or a similar solution once a week or more if necessary. Floors of the dispensary should be swept and mopped at the end of each day. A complete dusting should be done once a week using a new dust wipe.

Facility maintenance required.

The department managers must ensure proper facility maintenance to ensure safe and sanitary conditions. Maintenance practices include:

- Keeping work areas clean, dry, and free of algae and other clutter and trash. Remove trash from critical areas immediately.
- All department managers must schedule and oversee regular cleaning and maintenance in their departments.
- Maintain cracks, window and doorframes, drain areas, and floor joints with sealant to limit pest movement.
- Use appropriate traps and baits on a regular basis and replace as needed.
- Eradicate any weeds or pest habitats surrounding all facilities.
- The relevant department manager must ensure that trees, bushes, and other foliage outside of the facilities do not allow for a person or persons to conceal themselves from sight.
- If the facility is bordered by grounds not under CAC's control, and if those other grounds are not maintained in the manner described in this section, care must be exercised in the facility by inspection, extermination, or other means to exclude pests, dirt, and filth or any other extraneous materials that may be a source of contamination.

Sanitation requirements.

The relevant department manager must ensure all facilities are maintained in sanitary conditions to ensure the safety of employees and marijuana products. Additionally, all necessary department specific requirements must be developed and enforced by department managers.

Department managers must maintain written procedures assigning responsibility for sanitation and describing in sufficient detail the cleaning schedules, methods, equipment, and materials to be used in cleaning the department facilities; such written procedures must be followed, and records of cleaning and sanitation must be maintained.

Contractors must be informed of and held to CAC sanitation standards while working inside the facility. All CAC employees are required to report unsanitary conditions in any facility to their department manager. Frequent hand washing is necessary in all handling activities and must be enforced by the department managers. Employees that do not comply with hand-washing requirements may be terminated. All critical areas in CAC facilities must be clean and free of any contamination risks at the end of each shift.

A mold removal expert must address any mold found in the facility immediately. All work surfaces and spaces must be sanitized. Packaging areas shall be a separate designated area on a workspace that can be sanitized. All equipment and utensils must be sanitized and cleaned daily. Any single-service and single-use articles must only be used if they have not previously been used and disposed of after use.

Plumbing.

Plumbing, bathrooms, and hand-washing facilities must be compliant with local ordinance and codes and be properly maintained. All drain areas must be maintained so that they do not contribute to the contamination of any marijuana, infused products, or contact surfaces by seepage, filth or any other extraneous materials, or by providing breeding place for pests. Waste treatment and disposal systems must be maintained in good working order so that they do not constitute a source of contamination in any area.

Hand-washing facilities required.

Hand-washing facilities must be adequate and convenient and must be furnished with running water at a suitable temperature. Hand-washing facilities must be located in the facility in production areas and where good sanitary practices require employees to wash and/or sanitize their hands, and must provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

Toilet facilities.

The facility must provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair. The department managers must perform or oversee a daily walk through to ensure toilets, hot running water, toilet paper, disposable towels, and soap are available at the facility. There must be at least one toilet facility that contains a flushable toilet, mounted toilet tissue, a sink with running water, soap contained in a dispenser and disposable, single use paper towels in a mounted dispenser. Regular maintenance must be scheduled by the department managers to ensure toilet facilities are maintained in a clean and functioning condition to ensure that marijuana is protected from contamination due to personnel hygiene.

Pest control required.

Facilities must be designed, managed, and monitored to keep out pests, including insects, rodents, and other animals.

Litter and waste must be properly removed and disposed of in order to minimize the development of odor, and minimize the potential for attracting and harboring pests.

Pests must not be allowed to habitat in any area of the facility. Effective measures must be taken to exclude pests from the facilities and to protect against contamination of marijuana, and contact surfaces.

Insecticides, fungicides, or rodenticides must not be used in or around any facility, unless they are registered with [EPA](#), used in accordance with the label instructions, and effective precautions are taken to protect employees in accordance with Applicant's Safety Plan.

The department managers must ensure there are written procedures for use of suitable rodenticides, insecticides, fungicides, fumigating agents, and cleaning and sanitizing agents. Such written procedures must be designed to prevent the contamination of marijuana, and contact surfaces. Such written procedures must be followed, and records of such use must be maintained.

Animals prohibited.

Animals are prohibited from any facility, except that guard or service dogs may be allowed in some areas of the facility if no risk contamination of marijuana, infused products, or contact surfaces exists.

Maintenance of contact surfaces, utensils and equipment.

All contact surfaces, including utensils and equipment, must be maintained in a clean and sanitary condition. Such surfaces must be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency ([EPA](#)), in accordance with labeled instructions. Equipment and utensils must be so designed and of such material and workmanship as to be adequately cleanable.

Hazardous materials.

Cleaning compounds and sanitizing agents must be free from microorganisms of public health significance, approved by the [EPA](#), and be safe and adequate under the conditions of use.

Cleaning compounds, sanitizing agents, pesticides, pesticide chemicals, and other toxic materials must be identified, stored, and used in a manner that protects against contamination of marijuana, infused products, and contact surfaces.

Hazardous materials, including butane and CO2 tanks, and toxic chemicals may not be used or stored in operational areas where marijuana is cultivated, processed, manufactured or exposed, unless those materials are necessary as follows:

To maintain clean and sanitary conditions;

For use in laboratory testing procedures, if applicable; for maintaining or operating the facility or equipment; or for use in the production operations.

Security equipment must be maintained.

The department managers are responsible for the maintenance of locks and security equipment to ensure

good working order. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

The general or departments managers are responsible for overall sanitation and maintenance.

The general or departments managers The department managers are responsible for maintaining sufficient order and cleanliness including the scheduling of cleaning and the maintenance, and maintaining records of all maintenance activities.

Identification Badge and Visitor Plan

Identification Badge and Visitor Policies Summary.

CAC Identification Badge and Visitor Policies include security measures that will deter and prevent unauthorized entrance and access to a medical marijuana facility. Persons with authorized access to facilities and designated limited access areas are clearly defined. The policies include restrictive facility access policies in compliance with state law and Department regulations.

Security measures to protect the premises, customers, and employees include the following identification badge policies and procedures, which will enhance the safety of CAC's employees, customers, physical and financial assets. Each employee, contractor and visitor is responsible for the safekeeping of his or her badge. Employees are issued registration cards by the Department, which will serve as their identification badge.

The visitor policy outlines procedures for visitor approval and recordkeeping. All visitors will be logged in and out, and the [Visitor Log](#) will be available for inspection by the Department at all times. All outside vendors, contractors, and visitors will obtain an identification badge prior to entering a limited access area, and will be escorted at all times by an employee authorized to enter the limited access area. Employees are required to immediately report security breaches and incidents of non-compliance.

Unannounced visitors at any CAC facility are prohibited, except for those Department representatives and other designated officials acting in accordance with state law and Department regulations.

Visitor Policy

Visitor log and identification badge.

The department managers must approve by signature all visitors to any CAC facility. All visitors must be escorted and monitored by an employee at all times they are on the premises of CAC. Visitors must visibly display their visitor identification badge at all times they are on the premises of the CAC. Visitors must return their visitor identification badge to an employee upon leaving the premises. All visitors must fill out the [Visitor Log](#) including their name, the date, time, and purpose of visit.

Department authorized.

Employees may allow Department representatives access to the facility at any time without prior authorization, but must record any such visit on the [Visitor Log](#) and notify the relevant department manager immediately upon their arrival.

Employee Badges

Employees of applicant.

All employees must wear their Department issued registration card when entering limited access areas of any CAC facility. The badge must be worn above the waist and be visible at all times to others while in CAC facilities. While performing work in other areas, employees are required to have their badges readily available. Display practices may be modified by the department managers for special work conditions.

Temporary Badge

Any employee who forgets his or her registration card should immediately notify the department manager to obtain a temporary badge.

Lost or Stolen Badge

Any employee who has had their state registration card/badge lost, stolen or destroyed must submit to the Department within 3 days after the incident a request for a replacement card in accordance with state law.

Identification of Badge Holders

Any person, including employees, not wearing the proper identification badge in a restricted or limited access area should be questioned by other employees.

Restricted Access to Others

When entering any access-controlled area, employees must not allow entry of another person unless the individual displays a proper identification badge.

Reporting of Non-Compliance Required

Non-compliance with these policies or any breach of CAC security procedures should be reported immediately to the department manager.

Contractor Badges

Contractor definition.

A contractor is a vendor, supplier, professional service representative or consultant (contractor) who has business with CAC.

Contractor requirements.

Contractors are required to sign in and receive an identification badge if they will be accessing limited

access areas of any CAC facility. Contractors who will be on CAC facilities will be provided a Visitor Badge. Contractors should be instructed to wear their badges properly while in limited and restricted access areas of the CAC. An employee must escort all contractors into and from limited and restricted access areas. Any contractor not wearing a badge in a limited or restricted access area should be questioned by employees.

Termination Procedures

Termination policy.

It is company policy to ensure that employee terminations are handled in a professional manner with minimal disruption to ongoing work functions.

Causes for termination.

Causes for termination are found in the Employee Manual. The human resources manager/general manager may elect to terminate employment for any reasonable cause.

Authority to terminate employment.

Department managers require approval from the human resources manager/general manager prior to any termination except when an employee has been found stealing, diverting product, knowingly distributing product to an unauthorized person, or any other criminal activities.

Documentation required.

The human resource manager/general manager must ensure proper documentation of the termination in the employee's file.

Voluntary termination.

Voluntary termination of employment occurs when an employee informs his or her Manager of employee's resignation, or termination is deemed to have occurred when an employee is absent from work for two consecutive workdays and fails to contact his or her Manager

Involuntary termination.

An involuntary termination of employment, including layoffs and stand-downs over 30 days, is a management-initiated dismissal. Termination may be for any legal reason, i.e., misconduct, tardiness, absenteeism, unsatisfactory performance, inability to perform, etc. In some cases, progressive discipline may be used, prior to termination, to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate dismissal without prior use of progressive discipline. Prior to an involuntary termination, consideration will be given to an employee's service and past contributions to the company. The possibility of transfer or demotion will be explored in all cases except those that involve gross misconduct.

Termination procedures.

Upon receipt of an employee's resignation, the manager must notify the human resources manager/general manager with pertinent information (i.e. employee's reason for leaving, last day of work,

etc.). The human resources manager /general manager shall determine an employee's last day of work based on the type of termination and the sensitivity of their position. The human resource manager/general manager shall manage and document the termination process including:

- Returning all company property (i.e., keys, ID cards, parking passes, etc.).
- Review of benefits status.
- Completion of an Exit Interview Questionnaire. The exit interview provides employees the opportunity to freely express views about working at the company and will be held in strict confidence. The human resource manager/general manager will compile data from exit interviews to determine if feedback to an employee's Manager or changes to operations, policies, or procedures are needed.
- A termination summary will need to be completed by the department manager.
- Employees who possess a restricted clearance are required to check out and debrief with the security manager no later than their last day of employment.

Deceased employees.

A termination due to the death of an employee will be made effective as of the date of death. Upon receiving notification of the death of an employee, the human resources manager/general manager must notify the appropriate benefits providers immediately.

Final pay.

An employee who resigns or is discharged will be paid through the last day of work, plus any unused PTO, less outstanding loans, advances or other agreements the employee may have with the company. Final pay due, upon the death of an employee, will be paid to the deceased employee's estate. It is the responsibility of the employee's manager to ensure that the payroll administrator receives the terminating employee's time record in sufficient time to process the final paycheck.

Unemployment compensation.

CAC is able to monitor and control the cost of unemployment insurance by being responsive to regulatory authorities. Typically, the human resource manager/general manager must submit employer information to the appropriate state office within seven days of request. Failure to respond in a timely manner often results in unemployment compensation awards to former employees who otherwise may not qualify.

EXHIBIT A: Employee Signature and Acknowledgement

I _____ hereby attest that I have read this manual in its entirety and have agreed to adhere by all the policies and procedures defined in this manual.

Printed Employee Name: _____

Signature: _____

Date: _____

Manager Name: _____

Manager Signature: _____

Date: _____

EXHIBIT B: CULTIVATION FACILITY JOB DESCRIPTIONS

Cultivation Manager Job Description

Location	TBD
Job Status	FULL-TIME EXEMPT
Pay Range	TBD
Direct Supervisor	GENERAL MANAGER / EXECUTIVE MANAGEMENT
Experience Level	EXPERIENCED
Licensure Required?	YES

POSITION SUMMARY

The Cultivation Manager is responsible for managing the day-to-day operations of the CAC cultivation facility in accordance with the state and standards set by CAC. Provides support for all cultivation employees, including schedules, training, policy and procedure updates, industry news, and product information. Responsible for the documentation, ordering, and receiving of all inventory and products, arranging deliveries, maintaining facility compliance, and cleanliness.

BENEFIT SUMMARY

1. Insurance:
2. Paid Time Off:
3. Sick Days:
4. Other:

EXPERIENCE, EDUCATION, AND SKILLS REQUIRED

Four-year degree in a horticultural, agricultural, or related field. Strong indoor horticulture and greenhouse management experience. Two years of experience in a position with managerial responsibilities. Thorough understanding of state and local medical cannabis laws and how they apply to the operations of CAC. Excellent communication skills and attention to detail. Effective time-management and ability to multitask. Ability to work in a fast-paced, changing, and challenging environment. Proficiency in Windows-based software and point of sale applications. Ability to stand, sit, kneel, and lift up to 50 lbs. for extended periods of time.

CORE JOB DUTIES

1. Employee Support and Management
 - Responsible for managing cultivation staff, schedules, cultivation processes, inventory, and vendor relations.
 - Serves as a role model and resource for cultivation staff concerning products and services, policies and procedures, industry news, and changes in regulations.
 - Responds to all employee questions, concerns, or suggestions and takes action when necessary to resolve conflicts.
 - Responsible for delegating tasks to cultivation employees in order to maintain a compliant and clean cultivation facility.
 - Coordinates with the upper management team to ensure accurate information is communicated to the cultivation staff.
2. Cultivation Operation Management
 - Oversees all cultivation tasks and processes, ensures proper documentation of all applicable activities in accordance with the State and standards set by CAC.
 - Plans, coordinates, and oversees the transition of product development by ensuring the proper tasks are executed and the environmental conditions support the cultivation of superior product quality in accordance with state regulations and standards set by CAC.

- Oversees supply stock, orders, and deliveries to ensure efficient levels of all cultivation inputs and supplies.
- 3. Reports and Documentation
 - Maintain accurate records of all cultivation activities including employee records, inventory records, crop application records, materials receipt, returns, etc. in accordance with state regulations and standards set by CAC.

ADDITIONAL DUTIES AS REQUIRED

Assists with research, communications, or any other assigned projects/tasks.

JOB SKILLS

Ability to oversee cultivation Employees and assign duties as necessary. Accurate data-entry and record keeping. Knowledge of medical cannabis policy and law. Strong attention to detail and ability to work in a fast-paced, changing, and challenging environment. Ability to make decisions, as necessary, with oversight when needed. Experience with inventory control software. Proficiency in Windows-based software and internet navigation.

JOB SCOPE

Operates with direct supervision from the General Manager. Follows established policies and procedures and contributes to the development of new concepts, policies, and procedures as necessary to perform job duties and tasks.

DISCRIMINATORY PRACTICES PROHIBITED

To provide equal employment and advancement opportunities to all individuals, employment decisions at CAC are based on merit, qualifications, and abilities. CAC complies with all Equal Employment Opportunity Commission (EEOC) guidelines. CAC does not discriminate in employment opportunities or practices on the basis of: Race, national origin or ethnic background; height and weight; credit rating or economic status; religious affiliation or beliefs; citizenship; marital status, civil partnership or number of children; age; gender, gender identity, or gender expression; sexual orientation; security/background checks for certain religious or ethnic groups; U.S. military or veteran status; disability or medical condition; or questions and examinations.

MISSION STATEMENT

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OUR VISION

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ORGANIZATIONAL PHILOSOPHY

At CAC, we strive to create a work environment where staff can thrive and grow. We look forward to receiving your feedback about your job duties, tasks, and the company in general. While we appreciate your willingness and ability to take on additional duties as needed, your core functions and additional duties are your primary responsibilities. If you feel you can take on additional work, please inform your direct supervisor to devise a work plan.

DISCLAIMER

CAC reserves the right to change or assign other duties to this job description. Your employment with CAC is a voluntary one and is subject to termination by you or CAC at will, with or without cause, and with or without notice, at any time. Nothing in this document shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of employees.

ATTESTATION

I have read and understand the job description of the position I have been hired to fill.

Employee Signature

Date

Employer Signature

Date

Assistant Cultivation Manager Job Description

Location	TBD
Job Status	FULL-TIME EXEMPT
Pay Range	TBD
Direct Supervisor	CULTIVATION MANAGER
Experience Level	EXPERIENCED
Licensure Required?	YES

POSITION SUMMARY

Responsible for managing the day-to-day operations of the CAC cultivation facility in accordance with standards set by the state and CAC. Provides support for all cultivation employees, including schedules, training, policy and procedure updates, industry news, and product information. Responsible for the documentation, ordering, and receiving of all inventory and products, arranging deliveries, maintaining facility compliance, and cleanliness in accordance with state regulations and standards set by CAC.

BENEFITS SUMMARY

1. Insurance:
2. Paid Time Off:
3. Sick Days:
4. Other:

EXPERIENCE, EDUCATION, AND SKILLS REQUIRED

Two-year degree in a horticultural or agricultural field or demonstrated experience in horticulture or agricultural production. Two years of experience in a position with managerial responsibilities. Thorough understanding of state and local medical cannabis laws and how they apply to the operations of CAC. Excellent communication skills and attention to detail. Effective time-management skills and ability to multitask. Ability to work in a fast-paced, changing, and challenging environment. Proficiency in Windows-based software and point of sale applications. Ability to stand, sit, kneel, and lift up to 50 lbs. for extended periods of time.

CORE JOB DUTIES

1. Employee Support and Management
 - Assists the Cultivation Manager with managing cultivation staff, schedules, cultivation processes, inventory, and vendor relations.
 - Serves as a role model and resource for cultivation staff concerning products and services, policies and procedures, industry news, and changes in regulations.
 - Assists the Cultivation Manager with responding to all employee questions, concerns, or suggestions and takes action when necessary to resolve conflicts.
 - Assists the Cultivation Manager with delegating tasks to cultivation employees to maintain a compliant and clean cultivation facility.
 - Assists the Cultivation Manager with coordinating with the upper management team to ensure that accurate information is communicated to the cultivation staff.
2. Cultivation Operation Management
 - Assists the Cultivation Manager with overseeing all cultivation tasks and processes, ensures proper documentation of all applicable activities in accordance with standards set by the state and the CAC.
 - Assists the Cultivation Manager with planning, coordinating, and overseeing the transition of product development by ensuring that the proper tasks are executed and that the

environmental conditions support the cultivation of superior quality product in accordance with state regulations and standards set by CAC.

- Oversees supply stock, orders, and deliveries to ensure efficient levels of all cultivation inputs and supplies.
- 3. Reports and Documentation
 - Assists the Cultivation Manager with maintaining accurate records of all cultivation activities, including employee records, inventory records, deliveries, and returns in accordance with state regulation and standards set by CAC.

ADDITIONAL DUTIES AS REQUIRED

Assists with research, communications, or any other assigned projects/tasks.

JOB SKILLS

Ability to oversee cultivation Employees and assign duties as necessary. Accurate data-entry and record keeping. Knowledge of medical cannabis policy and law. Strong attention to detail and ability to work in a fast-paced, changing, and challenging environment. Ability to make decisions, as necessary, with oversight when needed. Experience with inventory control software. Proficiency in Windows-based software and internet navigation.

JOB SCOPE

Operates with direct supervision from Cultivation Manager. Follows established policies and procedures and contributes to the development of new concepts, policies, and procedures, as necessary, to perform job duties and tasks.

DISCRIMINATORY PRACTICES PROHIBITED

To provide equal employment and advancement opportunities to all individuals, employment decisions at CAC are based on merit, qualifications, and abilities. CAC complies with all Equal Employment Opportunity Commission (EEOC) guidelines. CAC does not discriminate in employment opportunities or practices on the basis of: Race, national origin or ethnic background; height and weight; credit rating or economic status; religious affiliation or beliefs; citizenship; marital status, civil partnership or number of children; age; gender, gender identity or gender expression; sexual orientation; security/background checks for certain religious or ethnic groups; U.S. military or veteran status; disability or medical condition; or questions and examinations.

MISSION STATEMENT

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OUR VISION

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ORGANIZATIONAL PHILOSOPHY

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DISCLAIMER

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ATTESTATION

I have read and understand the job description of the position I have been hired to fill.

Employee Signature

Date

Employer Signature

Date

Cultivation Agent Job Description

Location	TBD
Job Status	FULL-TIME NON-EXEMPT
Pay Range	TBD
Direct Supervisor	CULTIVATION MANAGER / ASSISTANT CULTIVATION MANAGER
Experience Level	EXPERIENCED
Licensure Required?	YES

POSITION SUMMARY

Provides on-site cultivation for one or more medical cannabis gardens. Completes tasks assigned by the Cultivation Manager to monitor and maintain plant production and health. Maintains quality control measures to ensure high-quality product. Maintains organization, cleanliness, and efficiency of production area. Carries out day-to-day plant care, including watering, pruning, harvesting, and trimming. Monitors and maintains plant production and quality control measures in accordance with the State and standards set by CAC.

BENEFITS SUMMARY

1. Insurance:
2. Paid Time Off:
3. Sick Days:
4. Other:

EXPERIENCE, EDUCATION, AND SKILLS REQUIRED

Two-year degree in horticulture or related field preferred. Two years of experience in general gardening production, preferably a regulated field producing for human consumption. Or any satisfactory combination of experience and training that clearly demonstrates the ability to perform the following duties. Knowledge of medical cannabis law, medicinal benefits, and horticulture skills. Effective time-management skills and ability to multi-task. Ability to stand, sit, kneel, and lift equipment or plants up to 50 lbs. for extended periods. Ability to work in a fast-paced, changing, and challenging environment. Proficiency in Windows-based software and point-of-sale applications.

CORE JOB DUTIES

1. Plant Care
 - Measures and mixes nutrient and plant applications and applies these mixtures according to CAC policy.
 - Ensures plant health by pruning, topping, trimming, and analyzing plant health according to CAC policy, as well as any other tasks required.
 - Assists Cultivation Facility Manager with rotation of strains through garden to ensure variety and quantity for dispensary locations.
2. Facility Cleaning
 - Performs all assigned duties required to ensure a clean and safe cultivation facility. If you notice something that is a hygienic hazard to product or employees, notify your supervisor immediately.
 - Responsible for the cleanliness of all cultivation equipment and tools, including light reflectors, containers, mixing tools, application tools, and ventilation equipment.
3. Reports and Documentation
 - Assists the Cultivation Manager with tracking plants from birth to harvest by ensuring proper and accurate documentation for applicable activities.
 - Ensures accurate documentation of all plant tracking numbers, lot numbers, and all other

- applicable information.
- Documents, according to CAC policy, the application of all nutrient and/or substances applied to any plant located within the cultivation facility.

ADDITIONAL DUTIES AS REQUIRED

Assists with research, communications, or any other assigned projects/tasks.

JOB SKILLS

Accurate data-entry and record keeping. Knowledge of medical cannabis policy and law. Strong attention to detail and ability to work in a fast-paced, changing, and challenging environment. Ability to make decisions as necessary with oversight when needed. Experience with inventory control software. Proficiency in Windows-based software and internet navigation.

JOB SCOPE

Operates with direct supervision from Cultivation Manager and Cultivation Assistant Manager. Follows established policies and procedures and contributes to the development of new concepts, policies, and procedures as necessary to perform job duties and tasks.

DISCRIMINATORY PRACTICES PROHIBITED

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ORGANIZATIONAL PHILOSOPHY

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DISCLAIMER

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ATTESTATION

I have read and understand the job description of the position I have been hired to fill.

Employee Signature

Date

Employer Signature

Date

Trimming Agent Job Description

Location	CULTIVATION CENTER / TBD
Job Status	PART-TIME NON-EXEMPT
Pay Range	TBD
Direct Supervisor	CULTIVATION MANAGER / ASSISTANT CULTIVATION MANAGER
Experience Level	ENTRY LEVEL
Licensure Required?	YES

POSITION SUMMARY

Trimming Agents provide on-site support for the trimming of CAC product. Trimming Agents complete tasks assigned by the Cultivation Manager and/or assistant manager to ensure the aesthetic appeal and high quality of CAC product. Trimming Agents must carry out day-to-day tasks including plucking, trimming, hanging, and drying of CAC product. Must maintain excellent personal hygiene, workspace cleanliness, and quality control measures to ensure high quality product in accordance with the state and standards set by CAC.

BENEFITS SUMMARY

1. Insurance:
2. Paid Time Off:
3. Sick Days:
4. Other:

EXPERIENCE, EDUCATION, AND SKILLS REQUIRED

Two years of experience in a general production, preferably a regulated field producing for human consumption. Or, any satisfactory combination of experience and training which clearly demonstrates the ability to perform the above-described duties. Excellent personal hygiene, knowledge of medical cannabis law, medicinal benefits, and horticulture skills. Effective time-management skills and ability to multi-task. Ability to sit and trim for extended time periods. Ability to work in a fast-paced, ever-changing and challenging environment.

CORE JOB DUTIES

1. Trimming:
 - Responsible for trimming CAC product while ensuring high quality and visual aesthetic.
 - Perform repetitive tasks for long period of time.
 - Maintain organization while trimming multiple strains and harvest batches.
 - Strictly adheres to hygienic and sanitation policies set by CAC and the state.
2. Facility Cleanliness and Quality Control:
 - Perform all assigned duties required to ensure a clean and safe workspace and cultivation facility.
 - Maintain cleanliness of work area and equipment at all times.
 - Report all quality control issues during harvest to the trim supervisor immediately.
3. Reports and Documentation:
 - Maintain accurate records of product trimmed to ensure product identification and quality control.
 - Assist processing manager with the creation of labels in accordance with the state and standards set by CAC.

ADDITIONAL DUTIES AS REQUIRED

Assists with research, communications, or any other assigned projects/tasks.

JOB SKILLS

Accurate data-entry and record keeping. Knowledge of medical cannabis policy and law. Ability to work in a fast-paced, changing, and challenging environment.

JOB SCOPE

Operates with direct supervision from Cultivation Manager and Cultivation Assistant Manager. Follows established policies and procedures and contributes to the development of new concepts, policies, and procedures as necessary to perform job duties and tasks.

DISCRIMINATORY PRACTICES PROHIBITED

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DISCLAIMER

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ATTESTATION

I have read and understand the job description of the position I have been hired to fill.

Employee Signature

Date

Employer Signature

Date

Packaging Agent Job Description

Location	TBD
Job Status	FULL-TIME
Pay Range	TBD
Direct Supervisor	CULTIVATION MANAGER
Experience Level	ENTRY
Licensure Required?	YES

POSITION SUMMARY

The Packaging Agent is responsible for executing packaging and labeling tasks under the direction of the Cultivation Manager in accordance with state laws, regulations and CAC's standards. The Packaging Agent provides support for all packaging activities. The Packaging Agent is responsible for the documentation and tracking of inventory control procedures for all packaging and labeling procedures.

BENEFITS SUMMARY

1. Insurance:
2. Paid Time Off:
3. Sick Days:
4. Other:

REQUIRED EXPERIENCE, EDUCATION AND SKILLS

Two years of demonstrated experience in a manufacturing, production, or similar field. Thorough understanding of state and local medical cannabis laws and how they apply to the packaging and labeling operations of CAC. Excellent communication skills and attention to detail. Effective time-management and ability to multitask. Ability to work in a fast-paced, changing, and challenging environment. Proficiency in Windows-based software and point-of-sale (POS) applications. Ability to stand, sit, kneel, and lift up to 50 lbs. for extended periods of time.

CORE JOB DUTIES

1. Packaging and Labeling
 - Executes the packaging and labeling procedures for all finished product according to CAC procedures, as well as state and local laws and regulations.
 - Ensures proper packaging and labeling for all samples sent for testing, released for sale, and delivery.
 - Ensures crop inputs, supplies and tools are stored and accurately labeled at all times.
2. Reports and Documentation
 - Coordinates with management to ensure that accurate information and documentation is maintained at all times.
 - Ensures compliance with all state laws and regulations regarding packaging and labeling.
 - Assists management with inventory tracking procedures.

ADDITIONAL DUTIES AS REQUIRED

Assists with research, communications, or any other assigned projects/tasks.

JOB SKILLS

Excellent attention to detail and organizational skills. Accurate data entry and record keeping. Experience with the ADP/POS system. Thorough understanding of medical cannabis policies and laws. Ability to work in a fast-paced, changing, and challenging environment. Ability to make decisions as necessary, with oversight when needed. Proficiency in Windows-based software and Internet navigation.

JOB SCOPE

Operates with direct supervision from the Cultivation Manager and Production Manager. Follows established policies and procedures and contributes to the development of new concepts, policies, and procedures, as necessary to perform job duties and tasks.

DISCRIMINATORY PRACTICES PROHIBITED

To provide equal employment and advancement opportunities to all individuals, employment decisions at CAC are based on merit, qualifications, and abilities. CAC complies with all Equal Employment Opportunity Commission (EEOC) guidelines. CAC does not discriminate in employment opportunities or practices on the basis of: Race, national origin, or ethnic background; height and weight; credit rating or economic status; religious affiliation or beliefs; citizenship; marital status, civil partnership or number of children; age; gender, gender identity, or gender expression; sexual orientation; security/background checks for certain religious or ethnic groups; U.S. Military or veteran status; disability or medical condition; or questions and examinations.

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ORGANIZATIONAL PHILOSOPHY

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DISCLAIMER

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ATTESTATION

I have read and understand the job description of the position I have been hired to fill.

Employee Signature

Date

Employer Signature

Date

EXHIBIT C: FORMS, CHECKLISTS, AND LOGS

Confidentiality Agreement

THIS AGREEMENT governs the disclosure of information by and between CAC ("**Discloser**"), with a principal mailing address at _____ and _____ ("**Recipient**") as of _____ (the "**Effective Date**").

Definition of Confidential Information: As used herein, "Confidential Information" shall mean any and all technical and non-technical information related to the operations of Progressive Treatment Solutions provided by either party to the other, including, but not limited to, (a) patent(s) and patent applications, (b) trade secrets, (c) copyrighted information, (d) patient information, (e) proprietary information--ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae--related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

Identification of Confidential Information: If the Confidential Information is embodied in tangible material (including, without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes, and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

Exceptions to Confidential Information: Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the "Recipient") can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the other party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient; (c) it was in the Recipient's possession, free of any obligation of confidence at the time it was communicated to the Recipient by the other party; (d) it was rightfully communicated to the Recipient, free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party; (e) it was developed by employees or agents of the Recipient, independently of and without reference to any information communicated to the Recipient by the other party; (f) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement; or (g) it was not identified as Confidential Information belonging to the disclosing party in accordance with the remainder of this contract.

Handling of Confidential Information: Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

Confidentiality Agreement Term and Termination: This Agreement shall terminate two (2) year(s) after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors, and assigns for a period of five (5) years. Upon written request of the other party, a party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

Confidentiality Agreement Warranties: Each party represents and warrants to the other party that (I) it has the requisite corporate authority to enter into and perform this Agreement, and (ii) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Recipient, will not

result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

No Grant of Rights: The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue based on such Confidential Information.

Equitable Remedies: Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Discloser for which Discloser is entitled to seek injunctive or other equitable relief, as well as monetary damages.

Confidentiality Agreement Miscellaneous: Neither party shall transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with the laws of Illinois, without reference to conflict of laws principles. Each party in this agreement consents to venue and personal jurisdiction in Springfield, Illinois. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

DISCLOSER

Print Name: _____ Date: _____
Sign Name: _____ Date: _____

RECIPIENT

Print Name: _____ Date: _____
Sign Name: _____ Date: _____

Building Key and Security Code Disbursement Form

Employee Name: _____

Position Title: _____

Department: _____

Manager: _____

Access Point	Department	Type of Access Granted: Key, Key Card, Code or Biometric finger print	Employee Initials

Your signature below confirms that you have received the key(s), cards, codes, or biometric access listed above. You are responsible for the security of these items. All employees are responsible for security and must secure keys, security coded key cards, and security codes at all times. DO NOT leave access control items unsecured at any time. Employees may not provide access through any means to any other employee. Only managers may grant temporary access to any employee or visitor.

You are responsible for returning all keys upon a transfer or separation of employment or at any time your Manager requests. Lost or misplaced keys and alarm codes are to be reported to your Manager immediately.

Printed Employee Name: _____

Signature: _____

Date: _____

Manager Name: _____

Manager Signature: _____

Employee Accident Report Form

In the event of an accident, this form is to be completed by the injured employee.

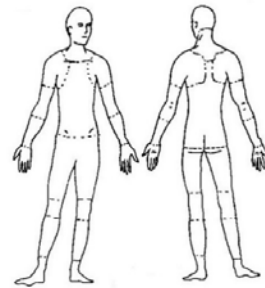
Employee's Name:

Date of Injury:

Time of Injury:

Please explain how accident occurred in the space provided below:

Describe affected body parts in the space provided below:



Employee's recommendations for corrective action in the space provided below:

Supervisor's Signature:

Date:

Employee's Signature:

Date:

Cultivation Opening Checklist

Date: _____

Complete this checklist at the beginning of each day in preparation for opening the cultivation facility.

Opening Item	Initials
Disarm alarm.	
Mix EPA-approved chlorine-bleach solution in accordance with the manufacturer's label use instructions.	
Unlock doors to Veg Room(s), Flower Room(s), Trim Room, Drying and Curing Room, Water Room, Front Office, and the Break Room.	
Check environmental conditions and equipment function in all rooms. Record all observations in the daily checklists and logs.	
Check the fertigation system to ensure functionality and accuracy of nutrient delivery programming.	
Water and feed plants, as needed.	
Conduct daily inventory audit of cannabis products.	
Mix nutrient reservoirs, as needed.	
Check daily, weekly, and monthly logs for items to be completed.	
Coordinate with the Cultivation Manager to determine daily tasks and provide update on facility condition.	

Notes:

Cultivation Closing Checklist

Date: _____

Complete this checklist at the end of each day in preparation for closing the cultivation facility.

Closing Item	Initials
Ensure daily checklist has been completed for each room.	
Check environmental conditions and equipment function in all rooms.	
Dispose of all trash and cannabis waste in accordance with standard operating procedure.	
Flower and vestibule green lights OFF.	
ALL doors secured (Veg and Flower Rooms, Trim Room, Drying and Curing Room, Water Room, Front Office, and Break Room).	
Provide the Cultivation Manager with report of daily events and items to be considered/addressed in following day(s).	
Clock out.	
Set alarm.	

Notes:

Daily Walkthrough Checklist

Date: _____

Initial each daily item as it is completed. If task is unnecessary, please indicate with a check mark.
Make any necessary notes or records in the AM Notes & Records and PM Notes & Records columns.

Initials	Checklist Item	AM Notes & Records	PM Notes & Records
	ENVIRONMENT (ALL ROOMS)		
	Temperature (75-80°F)	° F	° F
	Humidity (40-50%)	%	%
	CO ₂ (1200-1500 PPM)	PPM	PPM
	EQUIPMENT (ALL ROOMS)		
	H.A.F. (horizontal air flow) fans (note position/speed).		
	Timers, including CO ₂ burners (check proper time/position).		
	Replace failed lamps and ballasts immediately.		
	LIGHTS (ALL ROOMS)		
	Maximize light (move plants, move tables, move lights).		
	Green lights should always be off in flower.		
	PLANT CARE (ALL ROOMS)		
	Train each individual plant, if necessary.		
	Check water content of pots. - Finger Test: Media should be moist, not soggy or dry.		
	Drain water from tables (every other day).		
	PLANT CARE (ALL ROOMS)		
	Scout for Pests and Disease. - Check populations in sticky traps. - Check for spots, leaf discoloration, wilt, holes in leaves, root and stem discoloration, slow growth.		
	KEEP IT CLEAN (ALL ROOMS)		
	Check for and remove stagnant water.		
	Take out trash.		
	Spot water, if necessary.		
Daily Notes:			